

CITY OF SANTA FE



“REQUEST FOR BIDS”

**CIP #646 - 2013 CIP REALLOCATION
MUNICIPAL FACILITY REROOFING, REPAIRS AND RELATED WORK**

**FIRE STATION #5
FIRE STATION #7
MARTY SANCHEZ CLUBHOUSE & PRO SHOP
MUNICIPAL COURTHOUSE**

BID # '14/37/B

PROJECT MANUAL

BIDS DUE:

**MAY 21, 2014
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD – BUILDING “H”**

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**PRE-BID INFORMATION
(00 0100)**

(00 0101) DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual or Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended or City Purchasing provisions, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

(00 1100) ADVERTISEMENT FOR BIDS

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

ADVERTISEMENT FOR BIDS

SEALED BIDS FOR: CIP 646 - 2013 CIP REALLOCATION MUNICIPAL FACILITY
REROOFING, REPAIRS AND RELATED WORK

'14/37/B

PRE-BID CONFERENCE: May 12, 2014
2:00 PM
CoSF Facilities Division Office
2651 Siringo Road
Building E
Santa Fe, New Mexico 87505

TO BE OPENED AT: Purchasing Office
2651 Siringo Road
Building H
Santa Fe, New Mexico 87505
(505) 955-5711

TIME: 2:00 P.M. Local Prevailing Time

DATE: May 21, 2014

ADDRESSED TO: City Purchasing Officer
City of Santa Fe
2651 Siringo Road
Building H
Santa Fe, New Mexico 87505

Bids will be received until the above time, then opened publicly at the Purchasing Director's office or other designated place, and read aloud. BIDS RECEIVED AFTER THE ABOVE TIME WILL BE RETURNED UNOPENED.

Bidding Documents will post on the City of Santa Fe web site www.santafenm.gov. They may also be obtained upon payment of **\$ 60** for each complete set. MAKE CHECKS PAYABLE TO "John Barton, AIA, RRC". Incomplete sets will not be issued. The successful Bidder will be refunded this deposit. Any unsuccessful Bidder who returns the Bidding Documents in good and complete conditions within (15) days of the Bid Opening will be refunded this deposit. No deposit will be returned after the fifteen-day return period.

BIDDING DOCUMENTS MAY BE REVIEWED AND/OR OBTAINED AT THE FOLLING LOCATIONS:

Albuquerque Reprographics (ARI)
4716 McLeod Road NE
Albuquerque, NM 87109
(505) 884-0862

Bidders may also purchase a compact disk containing digital files of the Bid Documents from ARI.

Office of John Barton, AIA, RRC
1925 Aspen Drive, STE 200-B
Santa Fe, NM 87505

Bid Documents will also be on file at Builders News and Plan Room, Construction Reporter, and Dodge Reports in Albuquerque, and online through Reed Construction Data.

Bids for the project will be presented in the form of a base bid plus alternates if any. Award will be made to the bidder providing the lowest total base bid. Bidder shall Bid all items listed in the Scope of Work. Bidder shall include in the signed documents

their license and classification. Contract award will be made to the responsible Bidder submitting the low Base Bid. However the Owner may award the contract to the responsible Bidder submitting the low combined Bid (Base Bid plus Additive Alternate and applicable Gross Receipts Taxes), within the amount of funds available, if applicable.

Bid security, made payable to the City of Santa Fe, the "Owner" in the amount of 5% of the proposal sum shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check. The Bidders security shall be retained by the Owner until the Contract is signed; the other Bidder's security shall be returned as soon as practicable. Failure or refusal by the successful Bidder to enter into Contract with the Owner will constitute Liquidated Damages in favor of the Owner. The bid shall also include a signed "Non-Collusion Affidavit of Prime Bidders", signed "Certificate of Non-Segregated Facilities", a signed "Certificate of Bidder Regarding Equal Employment Opportunity", a Subcontractor's Listing and; if applicable, a Local Preference Application. The project is subject to the New Mexico Office of Labor Commission, Minimum Wage Rates for the State of New Mexico. Such wage rates are bound into the Contract Documents. The successful Bidder shall, upon notice of award of contract, secure from each of his Subcontractors a signed "Non-Collusion Affidavit of Subcontractors".

The Bidding Documents contain a time for completion of the work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

The Owner reserves the right to reject any and all Bids, to waive technicalities, and to accept the Bid it deems to be in the best interest of the City of Santa Fe.

The contractor shall be required comply with 2009 NEW MEXICO COMMERCIAL BUILDING CODE, SECTION 14.7.2.23 NMAC and the 2009 INTERNATIONAL BUILDING CODE (IBC) CHAPTER 15. The contractor shall be responsible for COMMERCIAL RE-ROOF SUBMITTALS with the State CID office. For reference please see: www.rld.state.nm.us/construction General Building - Forms & Applications - Commercial Re-Roof Submittals.

The work designated as **CIP 646 - 2013 CIP REALLOCATION MUNICIPAL FACILITY REROOFING, REPAIRS AND RELATED WORK** includes reroofing and repairs to the following facilities:

Fire Station #5, 1130 Siler Road, Santa Fe, New Mexico

Existing 2-3 ply built-up low slope membrane roof with pea gravel in flood coat on tapered polyiso insulation on concrete deck of approximately 5,050 square feet to be removed and replaced with a PVC membrane on new sloped polyiso insulation.

Fire Station #7, 2391 Richards Avenue, Santa Fe, New Mexico

Existing 2-3 ply built-up low slope membrane roof with granulated single ply modified bitumen cap sheet on ½" perlite cover board on polyiso insulation system on wooden rippers on steel deck of approximately 9,100 square feet to be capped with a PVC membrane.

Marty Sanchez Golf Course Club House & Pro Shop, Caja del Rio Road, Santa Fe County, New Mexico

Existing 2-3 ply built-up low slope membrane roof with granulated single ply modified bitumen cap sheet on ½" perlite cover board on steel deck of approximately 7,800 square feet to be capped with a PVC membrane.

Municipal Courthouse, 2511 Camino Entrada, Santa Fe, New Mexico

Existing gravel ballasted built-up low slope roof of approximately 6,970 square feet and 4,820 square feet of standing seam metal roof to be repaired with other associated parapet, flashing, etc., repairs.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for roof drainage calculations as required by CID.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any HVAC or other roof top equipment, vents, piping, ducting, conduit and cable necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

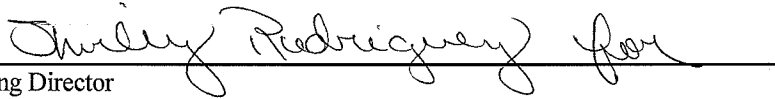
**ADVERTISEMENT
(00 1113)**

**CIP 646 - 2013 CIP REALLOCATION
MUNICIPAL FACILITY REROOFING, REPAIRS AND RELATED WORK**

BID NO. '14/37/B

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. H Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time May 21, 2014. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:
MUNICIPAL FACILITY REROOFING, REPAIRS AND RELATED WORK

ATTEST:



Robert Rodarte, Purchasing Director
City of Santa Fe, New Mexico

Received by the Santa Fe New Mexican on: 04/22/14
To be published on: 04/28/14

Received by the Albuquerque Journal on: 04/22/14
To be published on: 04/28/14

(00 1114) BID SCHEDULE

- | | | |
|----|--|---|
| 1) | ADVERTISEMENT: | April 28, 2014 |
| 2) | ISSUANCE OF BID PACKET: | April 28, 2014 |
| 3) | PRE-BID CONFERENCE: | May 12, 2014
2:00 PM
CoSF Facilities Division Office
2651 Siringo Road
Building E
Santa Fe, New Mexico 87505 |
| 4) | BID SUBMITTAL DEADLINE: | May 21, 2014 |
| 5) | OPENINGS OF BIDS RECEIVED: | May 21, 2014 |
| 6) | RECOMMENDATION OF AWARD: | |
| | PUBLIC WORKS/CIP AND LAND USE COMMITTEE: | June 9, 2014 |
| | FINANCE COMMITTEE: | June 16, 2014 |
| | CITY COUNCIL: | June 25, 2014 |

DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE NOTE THAT THE CONTRACTOR BEING RECOMMENDED FOR SELECTION WILL NOT BE REQUIRED TO ATTEND COMMITTEE OR CITY COUNCIL MEETINGS.

INSTRUCTIONS TO BIDDERS

(00 2100)

1.0 DEFINITIONS AND TERMS

- 1.1 Terms used in these Bidding Documents which are defined in the Conditions of the Contract for Construction (General, Supplementary, and other conditions) have the meanings assigned to them in those Conditions.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect 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 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 Advertisement may be obtained as indicated therein. 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; the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does 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 Purchasing Officer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. 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 Owner in writing. Addenda will be mailed or delivered to all parties who have received Bid packages. Request/Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretation or clarifications will be without legal effect.

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 without consideration of possible substitute or "of-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that substitute "of-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The

procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

3.4 ADDENDA

- 3.4.1 No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OEPNING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg H, Santa Fe, New Mexico 87505 and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of the bids.

- 3.4.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
- 3.4.3 The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.0 BIDDING PROCEDURES

- 4.01 The person or persons opening the bids will adhere to the following procedure:
- 4.02 Bid – Name the Bidder and the Number of Bidder’s New Mexico Contractor’s License with a check for proper signatures.
- 4.03 Bid Bond only for the highest option bid.
- 4.04 Non-Collusion Affidavit of Prime Bidder.
- 4.05 Submittal, acknowledgement of Addenda, if any.
- 4.06 Properly executed Bid Form.
- 4.07 Equal Employment Opportunity
- 4.08 Certification of Non-segregated Facilities.
- 4.09 The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

If any of the other requirements have not been met, the bid shall be disqualified and considered a non-responsive bid. Any disqualified bids will not be read.

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 or Deductive Alternate Bids shall be Bid. If no change in the Base Bid is required, enter “No Change.”

- 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, by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall 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, 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.

4.2 BID SECURITY

- 4.2.1 Bid security only for the highest option bid in an amount equal to at least 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, or otherwise supplied in a form satisfactory to the Owner. All 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.
- 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 in 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 either (a) the Contract has been executed and bonds have been furnished, or (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.
- 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.

4.3 PRE-BID CONFERENCE

- 4.3.1 The Owner of Record shall conduct a Pre-Bid Conference approximately ten (10) calendar days prior to the Bid opening date stated in the Invitation for Bid.
- 4.3.2 The Owner of Record and his consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding substitutions and/or request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the Bid Documents are clear and acceptable to all non participants at the Pre-Bid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.
- 4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying

policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for residents and .90 for local. The local preference for proposals shall be 1.10.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for residents and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business
- (2) Resident business

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) _____

4.5 SUBCONTRACTORS

4.5.1 The threshold amount for this project is \$5,000.00. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined on by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

The Bidder shall list the Subcontractors or material suppliers he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Document. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor has been listed, unless a request for a change or

substitution is approved by the Owner of any reason as outlined herein.

- 4.5.2 The Owner shall consider any request for a change in the listed forms if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the Owner and the Bidder by not using the listed form. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the Owner's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the Owner.
- 4.5.3 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 Owner's satisfaction that he actually has or will obtain, fully adequate facilities and plans to perform the work with his own forces.
- 4.5.4 Omission or non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.
- 4.5.5 Prior to the award of the Contract, the Owner will notify the Bidder in writing if, after due investigation and written findings of fact, 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, (1) withdraw his Bid, or (2) submit an acceptable substitute Subcontractor with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.
- 4.5.6 The successful Bidder shall, within seven (7) calendar days of notification of selection for the award of Contract for the work, submit the following information to the Owner:
 - (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and
 - (B) A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.
- 4.5.7 The successful Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.
- 4.5.8 Persons and organizations proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Paragraph 4.5.7 must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.
- 4.5.9 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 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in a sealed envelope marked with the Project title and name and address of the Bidder, New Mexico License # _____, and accompanied by the Bid Security, Subcontractors Listing, and other required documents listed in the Bid Documents.

4.6.2 The envelope shall be addressed to:

Purchasing Agent/City of Santa Fe
2651 Siringo Road, Building 'H'
Santa Fe, NM 87505

The following information shall be provided on the front of the Bid envelope: Invitation for Bid number, date of opening, time of opening, and New Mexico License Number. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BIDS ENCLOSED" on the face thereof.

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 at the office of the City's Purchasing Division, including those Bids submitted by mail. Hand-delivered Bids shall be submitted at the front desk of the City Purchasing Division and 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, e-mailed 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 modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering 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 as modified or resubmitted 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 Bid Documents.

4.7.4 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:

(A) The mistake is clearly evident on the face of the Bid document; or

(B) The 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 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

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

(A) Definitions - Sections 1.0 to 1.17;

(B) Bribes, Gratuities, and Kickbacks - Section 4.0;

(C) Contract Bond Requirements - Section 4.2;

(D) Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

4.9 REJECTION OR CANCELLATION OF BIDS

4.9.1 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 shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.10 PROTESTS

4.10.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the City Purchasing Agent and the Owner in accordance with the requirements. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case more than within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

4.10.2 The complete procedures and requirements regarding protest are available from the Purchasing Office upon request.

4.11 COMPETITIVE SEALED BIDS

4.11.1 Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

5.1.1 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. The Owner shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the Owner's best interest.

5.2 BID EVALUATION AND AWARD

5.2.1 It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest option base bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. 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.

5.2.2 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.

5.2.3 Acceptance of Alternates: Owner reserves the right to accept any alternate in any order.

5.3 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 Governing Authority, "as defined in the Supplementary Conditions", with reasonable promptness.

5.4 IDENTICAL BIDS

5.4.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the Owner may:

- (A) Award pursuant to the identical low bid provisions of the City Purchasing Manual;
- (B) Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
- (C) Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;
- (D) Award by lottery to one of the identical low Bidders; or
- (E) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

5.5.1 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 contracts by all parties without any liability against the Owner.

6.0 POST-BID INFORMATION

6.1 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 City Purchasing Agent after the Notice of Award is sent by the Owner.

6.2 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.

6.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) calendar 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 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.

6.4 CONTRACTOR'S QUALIFICATION STATEMENT (Not Used)

6.5 CONTRACT BONDS REQUIREMENTS

6.5.1 The successful Bidder, where the Contract price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.

6.6 INSURANCE REQUIREMENTS

6.6.1 The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

6.6.2 The insurance shall be in limits not less than those stated in the insurance for, enclosed in the Bid package, or greater if required by law.

6.6.3 The insurance coverage shall include worker's compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk. For more specific insurance requirements refer to page 8 of the AIA agreement.

6.6.4 All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

6.6.5 A valid certificate of insurance must be submitted to the Owner prior to issuance of a Notice-to-Proceed.

7.0 MINIMUM WAGE RATES

7.1 Pursuant to the requirements of any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction, alteration, demolition, or repair, or any combination of these, including painting and decorating of public buildings or public works, is subject to the minimum wage rate determination issued by the Office of the Labor Commissioner for this project. This project is subject to **SF-12-1359 B**.

7.2 The Bidder shall ensure that, in submitting his Bid, the minimum wage rate determination, include herein, has been utilized in preparing his Bid.

7.3 A summary of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26,

2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

8.0 OTHER INSTRUCTIONS TO BIDDERS

- 8.1 The Owner will make copies of such reports available to any Bidder requesting them.. These reports are not guaranteed as to accuracy or completeness, nor are they part of the bidding documents. Before submitting his Bid, each Bidder shall, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.
- 8.2 It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) such permits or licenses required to carry out the construction.

9.0 NEW MEXICO LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT CONTRACTOR AND SUBCONTRACTOR REGISTRATION

- 9.1 Registration with the Labor and Industrial Division of the Labor Department. A contractor or subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over \$50,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over fifty thousand dollars (\$50,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

PROCUREMENT SCOPE

(00 2400)

(00 2413) SCOPE OF BIDS

Fire Station #5 - The Scope of Work includes but is not limited to:

1. Fully remove and dispose all existing roofing membrane systems down to the roof deck.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with new roof system.
3. Repair the roof deck and any associated parapets, penetrations or other components requiring work prior to new roofing system installation in accordance with the construction documents.
4. All deteriorated roof decking, as determined by CID Inspection, shall be removed and replaced. Replacement of the decking costs will be submitted on a "Unit Cost" basis.
5. Provide and install new insulation as indicated in the construction documents to achieve a cumulative total of any existing and new insulation equaling a minimum of R24 average over the area encompassing the roof diaphragm.
6. Install 80 mil PVC mechanically-fastened roofing system and accessories in accordance with the construction documents.
7. Contractor shall be responsible for drainage, curb and flashing requirements, etc. as specified in the construction documents and/or New Mexico Commercial Building Code.
8. Provide 2 year material and labor warranty and manufacturer's 20 year Total System Warranty with No Dollar Limit (NDL).

Fire Station #7 - The Scope of Work includes but is not limited to:

1. Clean roof of any trash, debris and disused materials or components.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with new roof system.
3. Repair and/or prepare any associated parapets, copings, skylights, penetrations or other components requiring work prior to new roofing system installation in accordance with the construction documents.
4. Power clean existing membrane for installation new roofing cap sheet as indicated in the construction documents.
5. Provide and install new insulation, framing and decking at locations indicated in the construction documents.
6. Install 80 mil PVC mechanically-fastened cap sheet roofing system and accessories in accordance with the construction documents.
7. Contractor shall be responsible for drainage, curb, flashing, etc. requirements as specified in the construction documents and/or New Mexico Commercial Building Code.
8. Provide 2 year material and labor warranty and manufacturer's 20 year Total System Warranty with No Dollar Limit (NDL).

Marty Sanchez Golf Course Club House & Pro Shop - The Scope of Work includes but is not limited to:

1. Clean roof of any trash, debris and disused materials or components.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with new roof system.
3. Repair and/or prepare any associated parapets, copings, skylights, penetrations or other components requiring work prior to new roofing system installation in accordance with the construction documents.
4. Fully remove and dispose existing roofing membrane systems down to the roof deck at Kitchen Mass as indicated in the construction documents.
5. Power clean existing membrane for installation new roofing cap sheet above as indicated in the construction documents.
6. Install 80 mil PVC mechanically-fastened cap sheet or new roofing system and accessories in accordance with the construction documents.
7. Contractor shall be responsible for drainage, curb, flashing, etc. requirements as specified in the construction documents and/or New Mexico Commercial Building Code.
8. Provide 2 year material and labor warranty and manufacturer's 20 year Total System Warranty with No Dollar Limit (NDL).

Municipal Court Building - The Scope of Work includes but is not limited to:

1. Clean roof of any trash, debris and disused materials or components.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with roof repairs.
3. Repair roof membrane and any associated parapets, copings, skylights, penetrations or other components requiring work as indicated in the construction documents.
4. Contractor shall be responsible for drainage, curb, flashing, etc. requirements as specified in the construction documents and/or New Mexico Commercial Building Code.
5. Provide 2 year material and labor warranty.

ADDITIVE ALTERNATE 1 - The Scope of Work includes but is not limited to:

1. Provide 2 year material and labor warranty and manufacturer's 30 year Total System Warranty with No Dollar Limit (NDL) for each facility specifying a 20 year warranty in the base bid.

ADDITIVE ALTERNATE 2 - The Scope of Work includes but is not limited to:

1. Provide replacement skylight system at Fire Station #7 in accordance with the contract documents.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for roof drainage calculations as required by CID.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any HVAC or other roof top equipment, vents, piping, ducting, conduit and cable necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

INFORMATION AVAILABLE TO BIDDERS
(00 3000)

(00 3100) EXISTING CONDITIONS

It is the Contractor's responsibility to verify existing conditions prior to bidding. A walk-through of each facility will be scheduled during the bidding period by the Architect, John Barton, AIA, (505)474-8855.

(00 3101) EXISTING FACILITY RECORD PLANS

Current record documents are available for review upon request through the City of Santa Fe Facilities Division, Jason Kluck, 955-5937.

BID FORMS
(00 4100)

(00 4113) BID FORM - STIPULATED SUM (Single-Prime Contract)

Invitation No: RFB '14/37/B

Project:

CIP Project No: 646 - 2013 CIP REALLOCATION
MUNICIPAL FACILITY REROOFING, REPAIRS AND
RELATED WORK

Contractor:

Date: May 21, 2013

This Bid is submitted to:

CITY OF SANTA FE
PURCHASING DIRECTOR
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505

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 *60 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) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, 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 Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect 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 corporations, 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. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
- G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work includes but is not limited to:

Fire Station #5:

1. Fully remove and dispose all existing roofing membrane systems down to the roof deck.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with new roof system.
3. Repair the roof deck and any associated parapets, penetrations or other components requiring work prior to new roofing system installation in accordance with the construction documents.
4. All deteriorated roof decking, as determined by CID Inspection, shall be removed and replaced. Replacement of the decking costs will be submitted on a "Unit Cost" basis.
5. Provide and install new insulation as indicated in the construction documents to achieve a cumulative total of any existing and new insulation equaling a minimum of R24 average over the area encompassing the roof diaphragm.
6. Install 80 mil PVC mechanically-fastened roofing system and accessories in accordance with the construction documents.
7. Contractor shall be responsible for drainage, curb and flashing requirements, etc. as specified in the construction documents and/or New Mexico Commercial Building Code.
8. Provide 2 year material and labor warranty and manufacturer's 20 year Total System Warranty with No Dollar Limit (NDL).

Fire Station #7:

1. Clean roof of any trash, debris and disused materials or components.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with new roof system.
3. Repair and/or prepare any associated parapets, copings, skylights, penetrations or other components requiring work prior to new roofing system installation in accordance with the construction documents.
4. Power clean existing membrane for installation new roofing cap sheet as indicated in the construction documents.
5. Provide and install new insulation, framing and decking at locations indicated in the construction documents.
6. Install 80 mil PVC mechanically-fastened cap sheet roofing system and accessories in accordance with the construction documents.
7. Contractor shall be responsible for drainage, curb, flashing, etc. requirements as specified in the construction documents and/or New Mexico Commercial Building Code.
8. Provide 2 year material and labor warranty and manufacturer's 20 year Total System Warranty with No Dollar Limit (NDL).

Marty Sanchez Golf Course Club House & Pro Shop:

1. Clean roof of any trash, debris and disused materials or components.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with new roof system.
3. Repair and/or prepare any associated parapets, copings, skylights, penetrations or other components requiring work prior to new roofing system installation in accordance with the construction documents.
4. Fully remove and dispose existing roofing membrane systems down to the roof deck at Kitchen Mass as indicated in the construction documents.
5. Power clean existing membrane for installation new roofing cap sheet above as indicated in the construction documents.
6. Install 80 mil PVC mechanically-fastened cap sheet or new roofing system and accessories in accordance with the construction documents.
7. Contractor shall be responsible for drainage, curb, flashing, etc. requirements as specified in the construction documents and/or New Mexico Commercial Building Code.
8. Provide 2 year material and labor warranty and manufacturer's 20 year Total System Warranty with No Dollar Limit (NDL).

Municipal Court Building:

1. Clean roof of any trash, debris and disused materials or components.
2. Remove and/or secure any roof top equipment or appurtenances as required for reinstallation with roof repairs.
3. Repair roof membrane and any associated parapets, copings, skylights, penetrations or other components requiring work as indicated in the construction documents.
4. Contractor shall be responsible for drainage, curb, flashing, etc. requirements as specified in the construction documents and/or New Mexico Commercial Building Code.
5. Provide 2 year material and labor warranty.

The Contractor shall be required comply with 2009 NEW MEXICO COMMERCIAL BUILDING CODE, SECTION 14.7.2.23 NMAC and the 2009 INTERNATIONAL BUILDING CODE (IBC) CHAPTER 15. The contractor shall be responsible for COMMERCIAL RE-ROOF SUBMITTALS with the State CID office. For reference please see: www.rld.state.nm.us/construction General Building - Forms & Applications - Commercial Re-Roof Submittals.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for roof drainage calculations as required by CID.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any HVAC or other roof top equipment, vents, piping, ducting, conduit and cable necessary to provide for the new work per the contract documents and to re-install these items in good work condition.

The Bidder will complete the work for the following price(s):

Base
Bid _____

(use words) (\$ _____)

Gross Receipts Tax
(8.1875%)

(use words) (\$ _____)

Total Base Bid Plus Tax

(use words) (\$ _____)

UNIT PRICE: Decking Replacement: _____

(use words) Inclusive of Gross Receipt Tax (\$ _____)

ADDITIVE ALTERNATE 1 - The Scope of Work includes but is not limited to:

1. Provide **2** year material and labor warranty and manufacturer's **30** year Total System Warranty with No Dollar Limit (NDL) for each facility specifying a 20 year warranty in the base bid.

The Contractor shall be required comply with 2009 NEW MEXICO COMMERCIAL BUILDING CODE, SECTION 14.7.2.23 NMAC and the 2009 INTERNATIONAL BUILDING CODE (IBC) CHAPTER 15. The contractor shall be responsible for COMMERCIAL RE-ROOF SUBMITTALS with the State CID office. For reference please see: www.rld.state.nm.us/construction General Building - Forms & Applications - Commercial Re-Roof Submittals.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for roof drainage calculations as required by CID.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any HVAC or other roof top equipment, vents, piping, ducting, conduit and cable necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Additive Alternate #1	_____
	_____ (\$ _____)
	(use words)
Gross Receipts Tax (8.1875%)	_____
	_____ (\$ _____)
	(use words)
Total Base Bid Plus Tax	_____
	_____ (\$ _____)
	(use words)
UNIT PRICE: Decking Replacement:	_____
	_____ (\$ _____)
	(use words) Inclusive of Gross Receipt Tax

ADDITIVE ALTERNATE 2 - The Scope of Work includes but is not limited to:

2. Provide replacement skylight system at Fire Station #7 in accordance with the contract documents.

The Contractor shall be required comply with 2009 NEW MEXICO COMMERCIAL BUILDING CODE, SECTION 14.7.2.23 NMAC and the 2009 INTERNATIONAL BUILDING CODE (IBC) CHAPTER 15. The contractor shall be responsible for COMMERCIAL RE-ROOF SUBMITTALS with the State CID office. For reference please see: www.rld.state.nm.us/construction General Building - Forms & Applications - Commercial Re-Roof Submittals.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for roof drainage calculations as required by CID.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any HVAC or other roof top equipment, vents, piping, ducting, conduit and cable necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Additive
Alternate
#2 _____

(\$ _____)
(use words)

Gross Receipts Tax
(8.1875%) _____

(\$ _____)
(use words)

Total Base Bid Plus Tax _____

(\$ _____)
(use words)

UNIT PRICE: Decking Replacement: _____

(\$ _____)
(use words) Inclusive of Gross Receipt Tax

4. The Bidder agrees that:

- A. The work to be performed under the Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion of the Base Bid shall be achieved not later than 60 calendar 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, in partial consideration for the award of this Contract, to pay the Owner the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
- C. The above process shall include all labor, profit, insurance, taxes, 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.

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

- A. Bid Security only for the highest bid option.
- B. Non-Collusion Affidavit of Prime Bidder
- C. Certificate of Bidder Regarding Equal Employment Opportunity
- D. Certificate of Non-Segregated Facilities
- E. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

If any of the above requirements have not been met, the bid shall not be read.

6. 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)

7. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as:

Business address:

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____

(Firm Name)

(General Partner)

Business Address:

Telephone: _____

(SEAL)

C. A CORPORATION

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

If a New Mexico Corporation: _____
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: _____

Telephone: _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

Each joint venture 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 No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

One Original and one copy of the Bid Submittal is required

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

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:

DATE:

Owner’s Representative or Governing Authority

THIS FORM MUST ACCOMPANY THE BID BOND

(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
)ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- 1) He is the _____ of _____, the Bidder that has submitted and attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission expires: _____

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

My Commission expires: _____

(00 4534) INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. All information must be provided. A 10% local preference may be available for this procurement. To qualify for this preference, an offeror must complete and submit the local preference certification form with its offer. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.
2. Local Preference precedence over State Preference: The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. Subcontractors do not qualify: Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. Definition: The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

(00 4534.1) LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: '14/37/B

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

THIS FORM MUST ACCOMPANY THE BID

(00 4535) RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (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, which 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 this 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 of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

(00 4545) STATEMENT OF INTENT TO PAY PREVAILING WAGES

**STATEMENT OF INTENT TO PAY PREVAILING WAGES
To Be Completed Before Construction Starts
ALL FIELDS ARE REQUIRED**

FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD

General Contractor Information		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Start Date:	State Wage Decision Number:	
Project Title:	Project Physical Address:	
Total Contract Amount:	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
Sub Contractor Information		Sub Contract Amount:
		Start date on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
2nd, 3rd, etc. Tier Sub-Contractor Information		Start date on this project:
		Contract Amount:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78).

_____ Date

Contractor's Signature

INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor contract amount.

NOTE: A separate signed form is needed for each contractor.

2ND TIER SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

3RD TIER AND HIGHER CONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier

(00 4546) CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

_____ Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please type)

Signature

Date

BID PREQUALIFICATION FORM

ROOF REPLACEMENTS & REPAIRS

PROJECT NO: CIP-646 CITY ROOFS

ARCHITECT NO: 286

Sealed bid opening date:

MAY 21, 2014; 2:00 PM

CITY OF SANTA FE

Facilities Department

**PREQUALIFICATION FORM &
PROJECT LISTING**

Bidder/Installer must be a company approved by the Manufacturer, and specializing in single-ply roofing systems with at least twenty (20) installations of thermoplastic, scrim reinforced membrane, at least five (5) of which are Heat Inducted Welded PVC or TPO projects.

PROJECT NUMBER	ENTITY NAME AND TYPE OF PVC/TPO INSTALLATION	CITY & STATE	SIZE	DATE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

AGREEMENT FORMS
(00 5200)

(00 5213) AGREEMENT (AIA A101 – 2007 Standard Form of Agreement Between Owner and Contractor (Stipulated Sum))

(00 5214) AIA GENERAL CONDITIONS (AIA A201 – 2007 General Conditions of the Contract for Construction)

 **AIA** Document A101™ – 2007**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

(Paragraph deleted)

FOR REQUEST FOR BID (RFB) PURPOSES ONLY

AGREEMENT made as of the TBD day of June in the year 2014

BETWEEN the Owner:

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

and the Contractor:

yet to be determined

for the following Project:

2013 CIP Reallocation Municipal Facility Reroofing, Repairs and Related Work
CIP Project #646

Fire Station #5, 1130 Siler Road, Santa Fe, New Mexico: complete reroofing

Fire Station #7, 2391 Richards Avenue, Santa Fe, New Mexico: roofing membrane cap sheet and associated work

Marty Sanchez Club House & Pro Shop, Caja del Rio Road, Santa Fe County, New Mexico: partial reroofing, roofing membrane cap sheet and associated work

Municipal Courthouse, 2511 Camino Entrada, Santa Fe, New Mexico: roofing repairs and associated work

The Architect:

John Barton, AIA, RRC
PO Box 32870
Santa Fe, New Mexico 87594
(505) 474-8855

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted) The date of commencement of the work will be the date on the Notice to Proceed from the Owner.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) days from the date of

(Paragraphs deleted)

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

(Paragraph deleted)

Liquidated damages of two hundred fifty (\$250.00) per calendar day will apply for work not completed by the Substantial Completion date.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be yet to be determined (\$), subject to additions and deductions as provided in the Contract Documents.

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

Base Bid: yet to be determined

Additive Alternate #1: yet to be determined

Additive Alternate #2: yet to be determined

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month
(Paragraphs deleted)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21st day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty one (21) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Paragraphs deleted)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Init.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 21 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within fifteen days of the Contractor's request for final payment being submitted to the City, provided the Owner has received the Consent of Surety and Waivers and Releases of Liens from the Contractor.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

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

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

In accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Jason M. Kluck
Project Administrator
Facilities Division, Public Works Department
City of Santa Fe
2651 Siringo Road, Building E, Santa Fe, New Mexico, 87505
(505) 955-5937

§ 8.3 The Contractor's representative:

(Paragraphs deleted)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.5 Other provisions:

§ 8.5.1 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City and the Architect from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

(Paragraphs deleted)

§ 8.5.2 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

§ 8.5.3 THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

§ 8.5.4 STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

§ 8.5.5 CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 8.5.6 ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

§ 8.5.7 RELEASE

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

§ 8.5.8 INSURANCE

A. The contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

§ 8.5.9 RECORDS AND AUDIT

The contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right

of the City to recover excessive or illegal payments.

§ 8.5.10 APPLICABLE LAW: CHOICE OF LAW: VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

§ 8.5.11 AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

§ 8.5.12 NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

§ 8.5.13 SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

8.5.14 NOTICES

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party:

OWNER: Facilities Division, Public Works Department
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CONTRACTOR:

8.5.15 NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Init.

8.5.16 TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on November 30, 2015, unless sooner pursuant to section 8.5.11, infra.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Request for Bid '14/TBD/B	RFB/Project Manual	TBD	See Project Manual Index

§ 9.1.4 The Specifications:

(Paragraph deleted)

The specifications are included in the construction documents and in the Request for Bid '14/TBD/B Project Manual

§ 9.1.5 The Drawings:

(Paragraph deleted)

Re-roofing: Fire Station # Five, Fire Station # Seven and Marty Sanchez Clubhouse and Pro Shop
Roof Repairs: Municipal Courthouse
as issued with the Request for Bid '14/TBD/B

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(Paragraph deleted)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Payment Bonds	100% of the Contract amount
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 general aggregate
Automobile Liability	\$500,000 combined single limit
Workers Compensation	\$100,000 each accident, \$100,000 disease, each employee
Workers	\$500,000 disease, policy limit

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Justusman for

KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY

4/2/14

CONTRACTOR:
(legal name of contractor)

BY:

NM LICENSE #:
CRS #:
CITY BUSINESS REGISTRATION #:

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

32125.572500.0112900
(Paragraphs deleted)
Business Unit/Line Item

Init.



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

CIP #646 - 2013 CIP Reallocation Municipal Facility Reroofing, Repairs and Related Work

THE OWNER:

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

THE ARCHITECT:

John Barton, AIA, RRC
PO Box 32870
Santa Fe, New Mexico 87594

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ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 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 and 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 that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 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 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 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 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such 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 Architect.

§ 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 Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 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 award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 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 Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and 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 Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, 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.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. 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 operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

BONDS, CERTIFICATES AND NOTICES
(006100-6200)

(00 6101) BID BOND

(Insert AIA Document A310 with bid.)

(00 6113.13) PERFORMANCE BOND

(Insert copy of executed Performance Bond later.)

(00 6113.16) LABOR AND MATERIAL BOND

(Insert copy of executed Labor and Material Payment Bond later.)

(00 6216) CERTIFICATE OF LIABILITY INSURANCE

(Insert copy of project-specified Certificate of Liability Insurance later.)

(00 6217) WORKERS' COMPENSATION INSURANCE

(Insert copy of project-specified Workers' Compensation Insurance later.)

(00 6218) NOTICE TO PROCEED

SAMPLE

DATE
NAME
ADDRESS
CITY/STATE/ZIP

RE:

Dear:

“OFFICIAL NOTICE-TO-PROCEED”

On _____, the City Council awarded a Construction Contract to your firm for the above noted project.

This letter shall serve as official Notice-to-Proceed with the work described for this project in the Contract Documents and _____.

The award of the Contract is based on your Bid proposal dated _____, in the amount of \$_____.

Based on the date of issuance of this notice, as starting date, _____, and the () calendar day time limit, the entire work under this Contract shall be substantially completed by _____, after which time liquidated damages as outlined in the project specifications will apply.

At the Pre-Construction conference on _____, the City Contract Compliance Officer provided you with a Wage Rate Poster which you are to display on the job site. Please comply with the requirements for filing payroll statements with the State Labor Commission and the City Contract Compliance Officer.

Please acknowledge receipt of this notice and return signed copies to the Owner (City of Santa Fe, Public Works Department, Facilities Division).

Sincerely,

xc: Project/Book File

RECEIPT ACKNOWLEDGED:

By:

Date

**GENERAL CONDITIONS OF THE CONTRACT
(00 7200)**

In the case of conflicting requirements between the AIA General Conditions and these General Conditions, the most stringent requirement will apply.

(00 7213) GENERAL CONDITIONS

NOTICE

This document has been prepared by the Capital Improvements Program (CIP) and Contract Compliance staff of the City of Santa Fe for use in construction projects.

DOCUMENT - DIVISION 00 7213

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES;
CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH
RESPECT TO ITS COMPLETION OR MODIFICATION.)

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS
2. ARCHITECT - FACILITIES DIVISION
3. OWNER
4. CONTRACTOR
5. SUBCONTRACTORS
6. WORK BY OWNER OR BY SEPARATE CONTRACTORS
7. MISCELLANEOUS PROVISIONS
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE
12. CHANGES IN THE WORK
13. UNCOVERING AND CORRECTION OF WORK
14. TERMINATION OF THE CONTRACT
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16. MINIMUM WAGE RATES

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 2.2.6, or (4) a written order for a minor change in the work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The work comprises the design and completed construction required by the Contract Documents, and includes design specifications, and all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total design and construction of which the work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 No fewer than two (2) copies of the Contract Documents shall be signed by the Owner and the Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All designs, drawings, specifications, notes, and other work developed in the performance of this Contract shall be and remain the sole property of the Owner and may be used on any other work without additional compensation to the Architect. With respect thereto, the Architect agrees not to assert any rights and not to establish any claims under the design patent of copyright laws.

ARTICLE 2

ARCHITECT

2.1 DEFINITION

- 2.1.1 The Architect is the person lawfully license to practice Architecture, or an entity lawfully practicing Architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term “Architect” means the Architect or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT – FACILITIES DIVISION

- 2.2.1 The Architect will provide administration of the Contract as hereinafter described.
- 2.2.2 The Architect will be the Owner’s Agent during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner’s instructions to the Contractor shall be forwarded through the Architect. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.
- 2.2.3 The Architect shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contract (Paragraph 4.11.1). The Architect and his staff (including the on-site representative, if agreed upon) shall make at least three (3) weekly visits to the site at those critical points and at other times as the Architect deems appropriate during the progress of the work. Additionally, the Architect shall familiarize himself with the progress and quality of the work and determine if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as the Architect, he shall guard the Owner against defects and deficiencies in the construction. Should the Architect determine that any portion of the work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the Owner of the non-compliance and the nature of the work required to correct such non-compliance. The Architect shall recommend to the Owner, in writing, to issue a “stop work order” for any portion of the work that does not substantially comply with the intent of the Contract Documents, except as follows.
- 2.2.4 The Architect shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Architect shall not be responsible for the Contractor’s failure to carry out the work in accordance with the Contract Documents. The Architect shall reject work, which does not meet or exceed the standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work is then fabricated, installed or completed.
- 2.2.5 The Architect shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.
- 2.2.6 Based on the Architect’s observations and an evaluation of the Contractor’s Application for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.
- 2.2.7 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor.
- 2.2.8 The Architect will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.
- 2.2.9 Claims, disputes, and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Architect for decision which he will render in writing within a reasonable time.
- 2.2.10 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- 2.2.11 The Architect’s decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

- 2.2.12 The Architect will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work in accordance with Subparagraph 7.7.2 whether or not such work is then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.
- 2.2.13 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the time is a component.
- 2.2.14 The Architect will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the work as provided in Subparagraph 12.4.1.
- 2.2.15 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review of written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of payment upon compliance with the requirements of Paragraph 9.9
- 2.2.16 If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 2.2.17 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect.
- 2.2.18 In case of the termination of the employment of the Architect, the Owner shall appoint an Architect whose status under the Contract Documents shall be that of the former Architect.

ARTICLE 3

OWNER

3.1 DEFINITION

- 3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Owner" means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he had made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the work.
- 3.2.2 (Not used)
- 3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.
- 3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonable necessary for the execution of the work.
- 3.2.6 The Owner shall forward all instructions to the Contractor through the Architect.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Owner to stop the work shall not give rise to any 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.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven days 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 seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

1.2 REVIEW OF CONTRACT DOCUMENTS

4.1.2 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect and the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.8 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether or not incorporated or to be incorporated in the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work

any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

- 4.5.1 The Contractor warrants to the Owner and Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.
- 4.5.2 The Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of one (1) year from the date of completion as evidenced by the date of the Owner's Certificate of Final Completion of this Contract. This also includes all labor required for replacing materials or equipment found to be defective with the one (1) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the Architect and are hereby warranted by the Contractor as much as if countersigned by him.

4.6 TAXES

- 4.6.1 The Contractor shall pay all sales, consumer gross receipts tax, use and other similar taxes for the work or portions thereof provided by the Contractor which are legally enacted at the time Bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

- 4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the construction permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the Bids are received.
- 4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- 4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.
- 4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall in turn notify the Owner's Representative of such action.

4.8 ALLOWANCES

- 4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.
- 4.8.2 Unless otherwise provided in the Contract Documents:
- A. These allowances shall cover the cost to the Contractor, less any applicable trade, discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.
 - B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;
 - C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

- 4.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor, and all 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 so confirmed on written request in each case.

4.10 PROGRESS SCHEDULES

- 4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule covering his operations for the first thirty (30) days. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the Contractor intends to commence and complete the various work stages, operations, and contract means planned to be started during the first thirty (30) days.
- 4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the Architect, within thirty (30) days after the effective date of Notice to Proceed, five copies of a critical-path-type analysis. The critical-path-type analysis shall include as a minimum; a graphic network diagram; a computer printout or list of activities; and a brief written explanation of the proposed schedule.
- 4.10.3 The graphic network diagram shall consist of an arrow diagram or a geometric figure and connector diagram which clearly depicts the major subdivisions of the work, the order and interdependencies of activities planned by the Contractor, as well as, activities by others which affect the Contractor's planning. The intended time for starting and completing each activity, the associated float time and the quantity and kinds of major equipment to be used shall be shown for each construction operation. For those activities lasting more than 30 days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.
- 4.10.4 Activities shown shall be coordinated insofar as possible with the Contract Bid items, types of work and maximum number of activities of each type.
- 4.10.5 The computer printout or list of activities shall show for each activity the estimated duration, the earliest starting and finishing dates, the latest starting and finishing dates, and float or slack time. Activities which constitute the critical sequence shall be identified, showing a total job duration equal to the Contract Time.
- 4.10.6 The written explanation shall contain sufficient information to describe the construction methods to be used and to enable the Architect to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the Architect, the Contractor shall resubmit the rejected items within ten (10) days after rejection.
- 4.10.7 The analysis may employ the use of an electric computer or may consist of a non-computer analysis if the latter is suitable to analyze the number of activities required. The adequacy of the system selected shall be acceptable to the Architect.
- 4.10.8 The Contractor shall submit to the Architect monthly progress status reports on dates directed by the Architect. Such reports shall list those uncompleted activities which have less than 30 days float and which are either in progress or scheduled to be started within the next reporting period. For each of the listed activities, the following shall be shown:
- A. Starting date scheduled in last critical-path-analysis.
 - B. Actual or intended starting date.
 - C. Revised activity duration, if any.

If the noted starting dates or duration delay the scheduled project completion date, the delay shall be named. Reasons for the delay shall be given with an explanation of the Contractor's proposed corrective action. The Contract shall also note each activity completed during the report period.

- 4.10.9 A revised critical-path-type analysis shall be submitted when one or more of the following conditions occur:
- A. When an approved change Order significantly affects the contract completion date, or the sequence of activities.
 - B. When progress of any critical activity falls significantly behind the scheduled progress.
 - C. When delay on a non-critical activity is of such magnitude as to change the course of the critical path.
 - D. At any time the Contractor elects to change any sequence of activities affecting the critical path.

The revised analysis shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions.

- 4.10.10 The Contractor shall prosecute the work in accordance with the latest critical path type analysis. Deviations therefrom shall be submitted to the Architect for review. In the event that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours necessary to meet the contract completion date. All additional cost resulting therefrom will not be borne by the Owner.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

- 4.11.1 The Contractor shall maintain at the site, for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- 4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.
- 4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- 4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner of any separate Contractor, all Shop Drawings, Product Data and Sample required by the Contract Documents.
- 4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.
- 4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.
- 4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.
- 4.12.8 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.13. All such portions of the work shall be in accordance with approved submittals.

4.13 USE OF SITE

- 4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not reasonably encumber the site with any materials or equipment.
- 4.13.2 The Contractor shall hold and save the Owner free and harmless from liability of any nature or kind arising from use, trespass or damage occasioned by third persons.

4.14 CUTTING AND PATCHING OF WORK

- 4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.
- 4.14.2 The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contracts by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of

the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner any separate Contractor his consent to cutting or otherwise altering the work.

4.15 CLEANING UP

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up a the completion of the work, the Owner may do so as provide in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.
- 4.15.3 The Contractor shall be solely responsible for performance of the following clean up:
1. Debris: Regardless of the nature of the debris, it shall be immediately cleared form the work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.
 2. Cleaning of All Glazes: The Contractor shall remove sealant and caulking stains and paint from all glass and shall wash and polish same. Care shall be taken not to scratch glass.
 3. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.
 4. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors at completion.
 5. Cleaning and Polishing of all Hardware: The Contractor shall clean and polish all hardware for all trades,. This shall include removal of all stains, dust dirt, paint, etc., upon completion, without scratching or otherwise marring the hardware.
 6. Removal of all Spot, Soil, and Paint from all Tile Work: The Contractor shall remove all spots, soil and paint from all tile work and shall wash the same upon completion.
 7. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

4.16 COMMUNICATIONS

- 4.16.1 The Contractor shall communicate directly with the Architect for design clarifications. Any fabrication or installation issues that may result in a change order or may result in a delay to the project schedule shall be communicated to both the Owner and the Architect at the same time, and documented in writing within two business days. All oral directions from the Architect to the Contractor shall be documented in writing to the Contractor and the Owner within one business day.

4.17 ROYALTIES AND PATENTS

- 4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

4.18 INDEMNIFICATION

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission on the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts an of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such negligent shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this Paragraph 4.18.

- 4.18.2 In any and all claims against the Owner or the Architect or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.18.3 The obligation of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5

SUBCONTRACTOR

5.1 DEFINITION

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term "Subcontractor" does not include any separate Contractor or his Subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work at the Site.

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

- 5.2.1 Unless otherwise required by the Contract Documents of the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or the Architect to reply promptly shall constitute notice of no reasonable objection.
- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.3 SUBCONTRACTUAL RELATION

- 5.3.1 By an appropriate written agreement, 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the

Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

- 6.1.2 When separate contracts are awarded for different portions of the Project or other work 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 will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the Contractor, who shall cooperate therewith as provided in paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and the Separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.
- 6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.
- 6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.
- 6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the promptly remedy such damage as provided in Subparagraph 10.2.5.
- 6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been cause by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

- 6.3.1 If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof to the Contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

- 7.1.1 The Contract shall be governed by the law of the State of New Mexico.
- 7.1.2 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither part to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him thereunder, without the previous written consent of the Owner.

7.2 WRITTEN NOTICE

- 7.2.1 Written notice shall be deemed to have dully served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.3 CLAIMS FOR DAMAGES

- 7.3.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party

within a reasonable time after the first observance of such injury or damage.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 The Contractor to whom the Contract is awarded shall furnish and pay for reputable and approved Performance and Labor and Material Payment Bonds, each for the full amount of the Contract Sum. Bonds shall be executed on standard AIA forms.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the Owner, the Architect, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

7.6.1 If the Contract Document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals. Tests specifically called for by specifications shall be made by an independent, certified, professional testing laboratory acceptable to the Architect, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the Architect in duplicate on acceptable forms.

7.6.2 If the Architect determines that any work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7 INTEREST

7.7.1 The Owner will not pay interest on payments due and unpaid under the Contract Document.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the work or designated portion thereof is the Date certified by the Architect and approved by the Owner when construction is deficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.

8.1.4 The term "day" as used in the Contract Document shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or by any employees of either, or by any separate Contractor employed by the Owner or by changes ordered in the work, or by labor disputes, fire, unusual delay in unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the Owner pending arbitration, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- 8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.
- 8.3.3 If written agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.28 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

- 9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the 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 Owner and Architect a schedule of values allocated to the various portion of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used only as a basis for the Contractor's Applications for payment.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, as provided elsewhere in the Contract Documents.
- 9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or the Owner payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.
- 9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The Architect will within three days after the receipt of the Contract's Application for Payment, approve the Application for Payment to the Owner with a copy to the Contractor for such amount as the Architect determines is properly due, or notify the Contractor in writing of his reasons for withholding his approval as provided in Subparagraph 9.6.1.
- 9.4.2 The issuance of an approval of the Application for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the

work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and that the Contractor is entitled to payment in the amount certified. However, by issuing an approval of the Application for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

- 9.5.1 After the Architect has issued an approval of the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to his Subcontractors in similar manner.
- 9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of work done by such Subcontractor.
- 9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.
- 9.5.5 No Certificate for progress payment, no progress payment, nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.6 PAYMENT WITHHELD

- 9.6.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2.
- 9.6.2 If the Architect is unable to make representations to the Owner, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
 - A) Defective work not remedied;
 - B) Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - C) Failure of the Contractor or make payments properly to Subcontractors or for labor, materials or equipment;
 - D) Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - E) Damage to the work of another Contractor;
 - F) Reasonable evidence that the work will not be completed within the Contract Time; or,
 - G) Failure to carry out the work in accordance with the Contract Documents.

- 9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

- 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within three days after receipt of the

Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Architect, with the Owner, on the basis of an inspection determines that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion Form, AIA Document G704-1978, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance within which the Contractor shall complete the items listed therein. Warranties required by the Contract Document shall commence on the date of Final Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the Owner for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.8.2 Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, if he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The Architect's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect and without terminating the Contract, make payment of the balance for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- A) Unsettled liens;
 - B) Faulty or defective work appearing after Substantial Completion;
 - C) Failure of the work to comply with the requirements of the Contract Documents; and
 - D) Terms of any special warranties required by the Contract Documents.

- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the 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 in initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.2. SAFETY OF PERSONS AND PROPERTY

- 10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- A) All employees on the work and all other persons who may be affected thereby;
 - B) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities no designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the 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 progress of the work, all 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 utilities.
- 10.2.4 When the use of storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage of loss insured under paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and no attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.
- 10.2.6 The Contractor shall designate a responsible member of his 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 the Architect.
- 10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

- 10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall; be determined as provided in Article 12 for Changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall maintain in effect, and shall require all Subcontractors and others performing any portion of this Contract to maintain in effect, insurance of the types and respective minimum limits required. Such insurance shall cover all operations under this Contract. Maintenance of such insurance in at least the specified minimum amounts shall not relieve the Contractor or liability for loss in excess of the limits of liability specified herein or otherwise not covered by the coverage's required herein. The Contractor shall bear the cost of such insurance and include its costs in the Bid. The limits of insurance to be maintained are specified in the Agreement Between Owner and Contractor.

11.1.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days; prior written notice has been given to the Owner.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain builder's risk property insurance or self-insurance, or a combination of insurance and self-insurance, upon the work at the site for at least the actual cash value thereof. The builder's risk insurance shall cover the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, and malicious mischief. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured or self-insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will

make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Architect, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Architect and the Contractor and approved in writing by the

Owner. A Change Order may be issued only after the execution of the Contract and shall be the only means used to order changes in the work for which the Contractor requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.4.1.

- 12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contractor consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:
 - A) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - B) By unit prices stated in the Contract Documents or subsequently agreed upon;
 - C) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - D) By the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.2., 12.1.3. or 12.1.3. is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Architect's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:
 - A) Material quantities and unit costs;
 - B) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
 - C) Costs inherent in use of Contractor/Sub-subcontractor owned equipment;
 - D) Equipment rental, if any;
 - E) Workmen's compensation and public liability insurance;
 - F) General administration, overhead, supervision, project insurance and profit, based on the following schedule:

<u>Subtotal before Applying the Percentage Shown</u>	<u>\$500 & Less</u>	<u>Over \$500</u>
Contractor for work performed by his own forces	22%	19%
Contractor for work performed by Subcontractor	10%	8%

Subcontractor for work performed by his own forces	18%	15%
Subcontractor for work performed by Sub-subcontractor	10%	8%
Sub-subcontractor for work performed by his own forces	18%	15%

- G) Employment taxes under FICA and FUTA; and
- H) State gross receipts tax (Contractor only).

12.1.7 The quotation for work under a Change Order shall be binding for sixty (60) days from the date submitted by the Contractor.

12.2 CONCEALED CONDITIONS

- 12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by change Order upon verified claim by either party made within twenty days after the first observance of the conditions.
- 12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect and Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the Owner authorizes an increase in the Contract Sum, the Owner and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- 12.2.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claims provided in Subparagraph 12.3.1.

12.3 MINOR CHANGES IN THE WORK

- 12.3.1 The Architect will have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an 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 the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

- 13.1.1 If any portion of the work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.
- 13.1.2 If any portion of the work has been covered which the Architect has not specifically requested to observe prior to begin covered, the Architect may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which even the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

- 13.2.1 The Contractor shall promptly correct all work rejected by the Architect as defective or as failing to conform to the Contract

Documents whether observed before or after Substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Architect's additional services made necessary thereby.

- 13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the Owner.
- 13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.
- 13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate Contractors destroyed or damaged by such correction or removal.
- 13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the work and has no relationship to the time within which his 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 his obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

- 13.3.1 If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1 If the work is stopped for a period of thirty days under an order of court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Sub-contractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor because the Architect has not issued a Certificate for payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

- 14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to

Subcontractors for material of labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site and of all material, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

- 14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Architect's additional services made necessary thereby, and any damages sustained by the Owner as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect upon application, in the manner provided in paragraph 9.4 and this obligation to the Owner, as the case may be, shall be certified by the Architect upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.
- 14.2.3 In the event that the Project is abandoned by the Owner, the Owner may terminate this contract at any time by giving at least seven (7) day notice to the Contractor. In the event of termination, all work completed shall become the property of the Owner. The Contractor shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by the Owner which are then due.
- 14.2.4 In the event the Contractor fails to perform the work in accordance with the Contract Documents, the Owner may terminate the Contract after giving the Contractor five (5) working days notice.

ARTICLE 15

EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows:

- 15.1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 15.1.2 The Contract, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicant will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 16

MINIMUM WAGE RATES

16.1 The Contractor warrants and agrees that he and all Subcontractors and Sub-subcontractors shall comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. Wage rates are not applicable to projects costing less than \$60,000.00. Both the State of New Mexico Wage Rate Decision and the applicable Federal wage rates are included in this document.

SUPPLEMENTARY CONDITIONS (00 7300)

(00 7301) CITY OF SANTA FE REQUIREMENTS

Document is intended to be used in conjunction with the General Conditions of the Contract.

ADDITIONAL CONDITIONS

- 1.0 DEFINITIONS - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.
- 1.1 ADDENDUM: Written or graphic instrument issued prior to the execution of the Contract which modifies or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA
- 1.2 ADDITIVE OR DEDUCTIVE ALTERNATE BID: Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.
- 1.3 BASE BID: Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.
- 1.4 BID: A complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.
- 1.5 BID LOT: A major item of work for which a separate quotation or proposal is requested.
- 1.6 BIDDER: One who submits a Bid for a Prime contract with the Owner, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the Owner.
- 1.7 BIDDING DOCUMENT: Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the work consist of the Owner-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.8 DAY: Calendar day, which is every day shown on the calendar, beginning and ending at midnight.
- 1.9 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the City of Santa Fe Purchasing Department.
- 1.10 GOVERNING AUTHORITY: The Governing Board of the City of Santa Fe for the execution of construction contracts is the Mayor and City Manager.
- 1.11 INVITATION FOR BID: The Bidding Documents utilized for soliciting sealed Bids. "Invitation to Bid" shall have the same meaning as "Invitation for Bid".
- 1.12 OWNER: The City of Santa Fe, New Mexico.
- 1.13 PROCUREMENT OFFICER: The Director of the Purchasing Division, or a designee authorized to enter into or administer contracts and make written determination with respect thereto.
- 1.14 RESPONSIBLE BIDDER: A Bidder who 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 Bidding Documents (13-1-82, NMSA 1978).
- 1.15 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award.

- 1.16 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.
- 1.17 USER: The City of Santa Fe or agencies or designated entity for whose use the Project is being constructed.

2.0 CONTRACT AUDIT

The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. 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 (13-1-161, NMSA 1978).

3.0 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.

4.0 BRIBES, GRATUITIES, AND KICK-BACKS

- 4.1 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 this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).
- 4.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

5.0 PROTESTS

- 5.1 Any Contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Agent and the Owner. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, less than within fifteen (15) calendar days after the facts or occurrences giving rise thereto (13-1-173, NMSA 1978).
- 5.2 In the event of a timely protest under Section 5.1 (13-1-172 of the Procurement Code, NMSA 1978), the City Purchasing Agent and the Owner shall not proceed further with the procurement unless the State Purchasing Agent 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 City Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning a procurement.
- 5.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174, NMSA 1978).
- 5.5 The City Purchasing Agent 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 13-1-183, NMSA 1978 (13-1-175, NMSA 1978).
- 5.6 A copy of the determination issued under Section 13-1-175, NMSA 1978, shall be mailed immediately to the protestant (13-1-176, NMSA 1978).

6.0 CONTRACT BOND REQUIREMENTS

- 6.1 The Successful Bidder, where the Contract Price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable conforming to the terms of the contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.

- 6.2 Personal sureties may be accepted if the Owner so determines in advance, but in such case the amount of the Bond shall be the full Contract Price, and the sureties shall justify under oath in amounts above liabilities and exemptions aggregating double the amount of the Bond.
- 6.3 Special attention of Bidders is called to the requirements of Section 13-4-18 through 13-4-20, NMSA 1978 regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.
 - 6.3.1 The right to sue on this Bond accrues only to the Owner and the parties to whom Sections 13-4-18 through 13-4-20, NMSA 1978 grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

7.0 NON-RESIDENT CONTRACTOR’S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

- 7.1 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 Director of the Revenue Division, Taxation and Revenue Department, or his delegate 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 gross receipts tax imposed by Section 7-9-4, NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.
- 7.2 If the total sum to be paid under the contract is changed by ten percent 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 days after the change (7-1-55B, NMSA 1978).
- 7.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

8.0 CONTRACTOR’S GROSS RECEIPTS TAX REGISTRATION

- 8.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the City of Santa Fe, as those terms are used in the Gross Receipts and Compensating Tax Act (Section 7-10-1 to 7-10-5, NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.
- 8.2 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 State of New Mexico, Taxation and Revenue Department. For information contact:

Revenue Division
 Taxation and Revenue Department
 1100 South St. Francis Drive
 Santa Fe, New Mexico 87504
 (505)827-0700

- 8.3 If any person who performs services for the City of Santa Fe is not registered to pay the gross receipts tax, the City shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Department to pay the gross receipts tax.

9.0 CONTRACT WITH NONRESIDENT PERSON OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

- 9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24, NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

11.0 STATE ALLOWANCES

- 11.1 The Contractor shall purchase the “Allowed Materials” as directed by the Owner through the Landscape Architect on the basis of the lowest and the best Bid of at least three competitive Bids. If the actual price for purchasing the “Allowed materials” is more or less than the “Cash Allowance”, the Contract Price shall be adjusted accordingly. The adjustment in Contract Price made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of the “Allowed Materials” shall be included in the applicable section of the Specifications covering the work.

12.0 MINIMUM WAGE RATES

12.1 The Minimum Wage Rate Determinations for this Project are shown in this section. This project is subject to New Mexico State Wage Rate Decision No. SF-13-0607-B, if the amount of the base bid is equal to or greater than \$60,000.

13.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED

13.1 The forms issued by the Owner are to be utilized by the Contractor, Landscape Architect, and the Owner pursuant to the requirements of the General Conditions.

14.0 STATE OF NEW MEXICO STATE INDUSTRIES DIVISION

14.1 The Contractor, at his own expense, shall secure the required building permits from the State CID as required for this Project. Contractor shall adhere to the requirements established for inspections.

15.0 CITY OF SANTA FE REQUIREMENTS

15.1 The General Contractor shall include in the Bid the cost of all landfill dumping fees; additionally, the General Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.

(00 7343) MINIMUM WAGE RATES & CITY LIVING WAGE

New Mexico Department of Workforce Solutions

Public Works

625 Silver Ave SW, Suite 410, Albuquerque, NM 87102

Phone: (505)-841-4400 fax to: (505) 841-4423 or Email to: public.works@state.nm.us

Wage Decision # **SF-14-0504 B**

NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 08/02/14

Description and Location of Work: Roof Replacements and Repairs

Roof Replacements and Repairs, PVC heat welded single ply membrane roofing, carpentry, insulation, demolition, minor mechanical and electrical work

City of Santa Fe

County of Santa Fe

2651 Siringo Rd.

REMINDER for Agency Conducting BID Process: If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.

After the Contracting Agency awards this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including all tiers of subcontractors) and fax or mail it to the address above. **If the project is canceled**, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: _____ License#: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Project Contact's name: _____ E-Mail: _____

Approximate Date Work to Start: _____

Estimated Completion Date: _____

Estimated Cost of Project: _____

Bid Opening Date: _____

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and subcontractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) _____

Printed Name _____

Email address for Contracting Agency (not agent) _____ **Required Field**

Date _____

SUBCONTRACTOR LIST

DO NOT list suppliers or professional services (such as surveyors)
INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4423

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # **SF-14-0504 B**

General Contractor:

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Roof Replacements and Repairs : Wage Decision # SF-14-0504 B

Roof Replacements and Repairs, PVC heat welded single ply membrane roofing, carpentry, insulation, demolition, minor mechanical and electrical work

Type "B" - GENERAL BUILDING Effective January 1, 2014

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.85	6.00	\$0.74	
Carpenter/Lather	20.86	6.25	\$0.36	
Cement Mason	17.72	7.45	\$0.34	
Electricians				
Outside Classifications				
Groundman	22.32	8.62	\$0.36	
Equipment Operator	25.14	8.62	\$0.36	
Lineman/Tech	25.73	8.62	\$0.36	
Cable Splicer	26.91	8.62	\$0.36	
Inside Classifications				
Wireman/Technician	27.80	8.06	\$0.37	Refer to Note 1
Cable Splicer	29.53	8.06	\$0.37	
Sound Classifications				
Installer	23.39	8.31	\$0.24	
Technician	24.94	8.31	\$0.24	
Soundman	27.01	8.31	\$0.24	
Elevator Constructor	33.61	14.99	\$0.24	
Elevator Constructor Helper	15.55	3.56	\$0.25	
Glazier	20.15	4.15	\$0.35	
Ironworker	25.00	10.00	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	3.88	\$0.36	
Paper Hanger	19.71	8.42	\$0.35	
Drywall Finisher/Taper	19.64	3.91	\$0.34	
Plasterer	18.65	7.15	\$0.35	
Plumber/Pipefitter	28.30	11.00	\$0.63	Refer to Note 3
Roofer	15.18	0.50	\$0.54	
Sheetmetal Worker	26.56	13.41	\$0.45	Refer to Note 4
Soft Floor Layer	20.74	4.40	\$0.35	
Sprinkler Fitter	24.41	11.27	\$0.28	
Tile Setter	14.80	1.20	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	
Laborers				
Group I	15.04	4.25	\$0.27	
Group II	15.61	4.25	\$0.27	
Group III	15.91	4.25	\$0.27	
Group IV	16.01	4.25	\$0.27	
Group V	16.21	4.25	\$0.27	
Group VI	16.36	4.25	\$0.27	
Operators				
Group I	28.03	5.16	\$0.50	
Group II	29.07	5.16	\$0.50	
Group III	29.15	5.16	\$0.50	
Group IV	29.21	5.16	\$0.50	
Group V	29.27	5.16	\$0.50	
Group VI	29.37	5.16	\$0.50	
Group VII	29.47	5.16	\$0.50	
Group VIII	30.55	5.16	\$0.50	
Truck Drivers				
Group I	20.56	5.34	\$0.55	
Group II	20.68	5.34	\$0.55	
Group III	20.76	5.34	\$0.55	
Group IV	20.88	5.34	\$0.55	
Group V	20.93	5.34	\$0.55	
Group VI	21.03	5.34	\$0.55	
Group VII	21.13	5.34	\$0.55	
Group VIII	21.27	5.34	\$0.55	
Group IX	21.42	5.34	\$0.55	

NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.

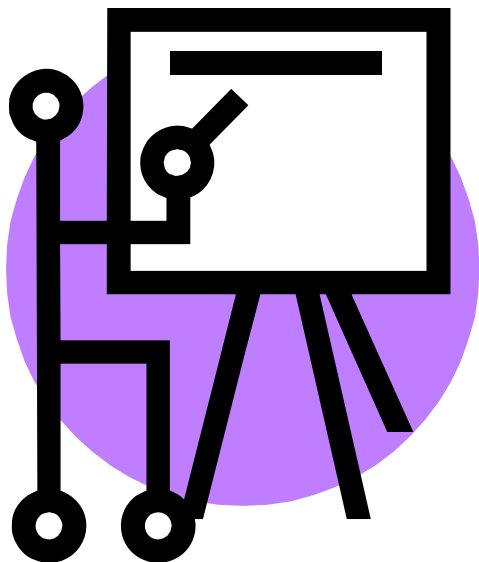
#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$5.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get \$50.00/day subsistence pay plus base/fringe regardless of county.

Labor Relations (Public Works & Public Works Apprenticeship and Training) Quarterly Training Session



Date: April 23, 2014

Time: 10:00 am - 12:00 pm

Location: 1596 Pacheco Street,
Aspen Plaza, Suite 103,
Santa Fe, NM, 87505

Be educated on all Labor Relations processes from beginning to end by attending this training session hosted by the State of NM, Labor Relations Division. Contracting Agents, General Contractors, Contractor's at risk, Subcontractors and Employers alike are encouraged to attend. Seating is limited so call today to reserve your spot.

Contact person: Patrick Ficke
Telephone: 505-827-6815

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
625 Silver Ave SW Suite 410
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4420

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 assigned by statute to each project stakeholder.

Contracting Agency

- Ensure that all contractors/prime contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) and Sub-Contractor list to Labor Relations Division promptly after the project is awarded.
- Provide updates to the Sub-Contractor list to the Labor Relations Division

General Contractor

- Provide to the Contracting Agency within 3 (Three) days of award a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor.
- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the owner/contracting agency.
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.
- Confirm the Wage Rate poster, provided by the Labor Relations Division, 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.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.

Additional Information

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link.

www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at kim.kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406
Stacey Lowrey Stacey.Lowrey@state.nm.us 505-841-4412

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.51 effective March 1, 2013.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a rebuttable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 955-6949 Email: constituentservices@santafenm.gov

Ordenanza Respecto al Sueldo Míximo

Ordenanza Numero §28-1 28-1.12 SFCC 1987

Propósito:

La ordenanza respecto al Sueldo Mínimo fue adoptada por la municipalidad de Santa Fe con el fin de establecer un sueldo mínimo que determinadas empresas tienen que pagar.

A Quién Afecta la Ordenanza:

• A toda empresa con o sin fines de lucro se requiere que tenga una licencia comercial o estar registrada con la municipalidad de Santa Fe.

Cómo Se Tiene que Cumplir lo que Dispone la Ordenanza:

- A partir del día primero de marzo del 2013, las empresas que tienen que pagar el sueldo mínimo tienen la obligación de pagar un sueldo de \$10.51 a la hora.
- A partir del día primero de enero del 2009, y cada año que sigue, el sueldo mínimo será ajustado de acuerdo con la inflación.
- Para trabajadores/as que regularmente reciben propinas o comisiones que sumen más de \$100 por mes, todas esas propinas o comisiones que reciban contarán como si fueran sueldo y serán acreditadas para satisfacer la ordenanza, siempre y cuando los trabajadores se queden con todas sus propinas. También se permitirá acreditar propinas que se juntan y se comparten.
- El valor de beneficios de seguro médico y de cuidado de niños se considerará como parte del sueldo mínimo.
- Las organizaciones sin fines de lucro que reciben la mayoría de sus fondos de (*Medicaid*) no tienen que pagar el sueldo mínimo de la ciudad.

Se Prohíben Represalias o Evasiones:

- Es en contra de la ley que una empresa o persona que emplea trabajadores o que el apoderado o persona que representa a la empresa tome represalias en contra del trabajador porque el o ella ejerce sus derechos o comunica sus derechos a otra persona. También es en contra de la ley tomar represalias contra un trabajador que erróneamente, pero de buena fe, alega que la empresa no ha cumplido con la ordenanza.
- Se presume como represalia, tomar cualquier acción dentro de los 60 días después de que un individuo quiso ejercer sus derechos.
- Es en contra de la ley que un empresario o empleador intencionalmente trate de evadir los requisitos de esta ordenanza contratando parte de su negocio a otra empresa o rentando partes de su propiedad, con el fin de no cumplir con la ordenanza.

Remedios Legales Para Implementar la Ley:

- Medidas Administrativas - El Administrador de la ciudad o su representante está autorizado a hacer cumplir la ordenanza hasta donde los recursos lo permitan.
- Castigo Judicial - El empleador que no cumpla con esta ordenanza será condenado por cada infracción. Pudiera estar sujeto a multas o encarcelamiento según dispone la sección 1-3 del Código Civil de Santa Fe de 1987. El empleador que no cumpla cualquiera de los requisitos en esta ordenanza será culpable de una infracción por cada trabajador afectado, por cada día o parte del día que no se cumpla la ordenanza.
- Otros Recursos Judiciales - La Municipalidad de Santa Fe, cualquier individuo o cualquier grupo de individuos que han sido afectados porque no se cumplió la ordenanza, podrán presentar una queja en la corte civil que tiene jurisdicción para restringir, corregir, suprimir, o remediar toda infracción de esta ordenanza. La persona que gane el caso tiene derecho a un remedio legal o equitativo que sea adecuado para remediar la violación. Los remedios incluyen y sin limitar, que lo/la vuelvan a emplear, que le paguen el sueldo que le deben más una cantidad por daños determinados que son el igual a doble cantidad del sueldo que le deben, protección judicial y cuotas razonables que cobra el abogado más costos del caso.

Remedios Legales, Daños y Perjuicios No Exclusivos Los remedios legales en esta sección no son exclusivos. Eso quiere decir que esta ordenanza no prohíbe que el trabajador trate de plantear otros remedios en la corte, demandar por daños y perjuicios que la ley permite.

Colocación de Anuncios y Publicación de los Anuncios:

- Como condición para obtener y mantener una licencia o registro comercial toda empresa tendrá que colocar en un lugar prominente al lado de su licencia o registro en el lugar de trabajo este aviso en inglés y en español indicando que el negocio esta cumpliendo con la ordenanza y con el texto de este aviso. Si la empresa no cumple lo que esta sección ordena se considerará como violación a esta ordenanza y se podrá suspender, revocar o dar por terminada la licencia o registro de la empresa.

Para obtener más información, favor de comunicarse con la oficina de: *Constituent Services* al número 505-955-6949 o por correo electrónico a: constituentervices@santafenm.gov.

INDEX TO SPECIFICATIONS: DIVISIONS 1-16

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 6300	Product Substitution Procedures
01 6302	Contractor Substitution Request Form
01 7000	Execution Requirements
01 7700	Closeout Procedures
01 7800	Closeout Submittals
01 7900	Material Test Results, F.S. # 5

Division 02- Existing Conditions

02000	Demolition
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Division 03-05 - Not Used

Division 06 - Wood

06100	Rough Carpentry
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Division 07- Thermal and Moisture Protection

075423	Heat Inducted Welded PVC 80 Mil Membrane Roofing
076200	Sheet Metal Flashing and Trim
07920	Asphalt Patching, Sealants and Caulking

Division 08 - Skylights

08600	Skylights
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Division 09- Finishes

09901	Painting
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Divisions 10-14 - Not Used

Division 15 – Mechanical & Plumbing

15050	Basic Mechanical Materials & Methods
15400	Basic Plumbing
15950	Test and Balance

Division 16 – Electrical

16010	Basic Electrical Requirements
16111	Electrical Conduit

SECTION 01 1000

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Work sequence.
2. Contractor use of site.
3. Definitions.
4. Abbreviations.

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: Work shall be done in Phases at the Project site as follows:
Do work in Phases as determined by Owner and Architect at Pre Construction Meeting.

1.3 CONTRACTOR USE OF SITE

- A. Existing buildings and sites 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. Special care shall be taken during change of class periods, student arrival/departure times and around playgrounds, bus zones and established student pathways. The Contractor shall strictly maintain close communication with designated school representative(s) on matters of on-site construction traffic scheduling and promptly inform them in advance of any significant changes to related pre-authorized arrangements. Do not proceed with altered arrangements prior to designated school representative(s) approval.
 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, 8:00 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 Owner due to the approved schedule of work.
- 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 school 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, 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 site.
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.
7. Comply with Owner's procedures for individual visual identification of Contractor's workforce. 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

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. General requirements for coordination of Work.
2. Field engineering.
3. Requirements for participation in and administration of:
 - a. Pre-construction conference.
 - b. Progress meetings.
 - c. Pre-installation conferences.
4. 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.
 - 3. Status of permits and Notice to Proceed.

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
12. Wage rates.
13. Security, Contractor's use of keys, safety, first aid, and housekeeping.
14. Behavior of work force on school site.
15. Procedures for spotting of utility lines.
16. Procedures for maintaining project record documents.
17. Requirements for start up of equipment.
18. Testing and inspection procedures.
19. Introduce Owner's separate contractors and consultants, including roofing observer.
20. Inspection and acceptance of equipment put into service during construction.
21. Contract closeout procedures.
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:

1. Shop drawings.
2. Product data.
3. Samples.
4. Manufacturer's instructions.
5. Design data and calculations.
6. Manufacturer's certificates.
7. Reports for testing, inspecting, and demonstrating.

B. 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.

C. Additional Required Submittals:

1. Copy of CID permit application and permit number(s) and permit notice to the Owner immediately upon receipt and a copy of the permit set reviewed by CID.
2. A record of all inspections along with a copy of the CID documentation after each inspection.
3. Statement of Compliance with NMLD wage rates every two week payroll cycle for the duration of the project

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: _____

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Installation quality control.
2. Reference standards.
3. Mock-ups.
4. Field samples.
5. Inspection and testing laboratory services.
6. Manufacturer's field services and reports.
7. Owner's roof observation services and reports.

B. Related requirements:

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

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

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. Temporary erosion and sediment controls including NPDES-SWPPP requirements.
5. Construction facilities: Temporary buildings, sanitary facilities, access, and parking.
6. Protection of Work and existing facilities.
7. Project sign.
8. Bulletin board.

B. Related documents and sections:

1. Document 00 7200 - General Conditions:
 - a. Paragraph 3.13: Contractor's use of site..
 - 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.
- B. NFPA 241 - Safeguarding Building Construction, Alterations, and Demolition Operations.

1.3 SITE MOBILIZATION PLAN

- A. Coordinate locations for temporary facilities with Design Professional and Owner.
- B. Based upon information indicated on Drawings, prepare site mobilization plan in accordance with requirements for site logistics plan in Subparagraph 3.13.14 in Document 00 7200 General Conditions.
- C. Present 3 copies of plan at Pre-Construction Conference in accordance with Section 01 3100 - Project Management and Coordination.
- D. Prior to mobilization, revise and resubmit to Design Professional site mobilization plan incorporating final revisions made at Pre-Construction Conference and approved by Design Professional and Owner.

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. [Owner will pay cost of electricity used. Exercise measures to conserve power.] [Provide separate metering and reimburse Owner for cost of energy used.]
- 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. Provide separate metering and reimburse Owner for cost of water used.
- A. Assume responsibility for temporary connections and water lines. Upon completion, remove temporary facilities.

1.8 COMMUNICATIONS

- A. Provide, maintain, and pay for telephone service to field office. School telephones will not be available to Contractor's workforce unless for an emergency.
- B. Provide, maintain, and pay for facsimile service to field office.

1.9 FENCING

- A. Provide temporary fencing around new building and materials storage site. Completely separate construction from existing facilities, student 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.
- H. Protect existing trees and plants designated to remain. Replace damaged plant material.
- I. Hand-water existing trees, plants [and grass] as necessary to maintain them viable in the event that existing irrigation system is made temporarily inoperable due to the Work. Replace dead plant material as required in the event of failure to comply with this provision.

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. Building's office shall not be used as destination for Contractor's deliveries.
- C. Prevent unauthorized personnel from accessing school building or site through Contractor's work area.

1.15 FIELD FACILITIES

- A. Provide work station for use of Design Professional during field inspections.
- B. Provide space for project meetings with table and chairs to accommodate 6 persons.

- C. Provide and maintain storage sheds and other facilities as required.
- D. 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

N.A.

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

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 7000

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Basic requirements for examination, preparation and installation.
2. Requirements and limitations for cutting and patching incidental to work, including excavation and backfilling, and as required making several parts fit together.
3. Progress cleaning.

B. Related documents and sections:

1. General Conditions:
 - a. Paragraph 3.13: Contractor's responsibilities regarding use of the site..
 - b. Paragraph 3.14: Contractor's responsibilities regarding cutting and patching operations.
 - c. Article 12: Uncovering and correction of work.
2. Section 01 5000 - Temporary Facilities and Controls: Temporary barriers and enclosures.
3. Section 01 7700 - Closeout Procedures: Final cleaning.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Patching and replacement materials: Those used for original installation.
- B. Product substitutions: For any proposed change in patching materials, submit request for substitution in accordance with Section 01 6300 - Product Substitution

Procedures.

PART 3 - EXECUTION

3.1 ROOF PENETRATIONS

A. New roofing:

1. Coordinate, locate and schedule roof penetrations prior to installation of new roof system.
2. Coordinate roof penetrations such that installation does not void roof warranty.

END OF SECTION

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Closeout procedures.
2. Final cleaning.
3. Final inspection.
4. Inspection held immediately prior to end of one year correction period.

B. Related documents and sections:

1. Document 00 7200 - General Conditions of the Contract,
 - a. Paragraph 9.8: Substantial Completion.
 - b. Paragraph 9.9: Partial occupancy.
 - 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.
 - f. Paragraph 3.13: Use of site.
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

SECTION 01 7800

CLOSEOUT SUBMITTALS

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. Insurance information.
5. Certificates of inspection and compliance.
6. Maintenance tools.
7. Extra materials.
8. Keys.

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.
- 6. Maintenance instruction for equipment and finishes.
- 7. Shop drawings and product data.
- 8. Written sequence of operations for each automated building system.
- 9. Testing, balancing, and other field quality reports.
- 10. Copies of warranties.
- 11. Directory listings.
- 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.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 02000

Demolition

1. **GENERAL PROVISIONS**

The provisions of Division 1 shall apply to the work of this section.

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 roofing, soffits, gutters, downspouts, curbing, 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. Do not burn combustible material on Owner's property.
- g. Control air pollution caused by dust and dirt; comply with governing regulations.
- h. Plug and/or disconnect all utility services that are to be demolished or abandoned.
- i. Removal and protecting of items indicated to be saved undamaged for reuse.

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.

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 trades 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.

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.

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.

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.

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.

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.

10. **UTILITY LINES**

The Contractor shall carefully backfill and tamp any street openings made for the removal of water taps, or for any other purpose. The Contractor shall carry on the work in strict accordance with all local laws and regulations.

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.

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.

---END OF SECTION---

SECTION 06100 ROUGH CARPENTRY

1.01 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 exterior work.

1.02 RELATED WORK SPECIFIED ELSEWHERE:

Work related to work specified in this section includes but is not limited to the following:

- a. PVC Roofing
- b. Sheet Metal Flashing
- c. Asphalt Patching, Sealants and Caulking

1.03 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.

1.03 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

2.01 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

3.01 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.

3.02 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.

3.03 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.

3.04 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.

3.05 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.

3.06 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.

3.07 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 075423
HEAT INDUCTED WELDED 80 MIL PVC ROOFING

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 an 80 mil, white or tan polyester scrim reinforced, PVC (polyvinyl chloride) sheet roofing membrane system. Membrane shall be a high molecular weight. Installed system shall include; insulation, flashing, sealants and all accessories and labor necessary for a complete insulated sheet roofing assembly.
- B. Furnish and install this membrane roofing system 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 07 62 00 – Sheet Metal Flashing and Trim
 - 2. Section 07 920 – Asphalt Patching, Sealants & Caulking

1.3 REFERENCES

- A. IBC-International Building Code-Roofing Related Sections
- B. ASTM – American Society for Testing and Materials.
- C. Factory Mutual (FM) Engineering Corporation - Roof Assembly Classifications.
- D. ASCE-7- American Society of Civil Engineers-Wind Load Pressure Calculation Procedures
- E. NRCA – National Roofing Contractors Association.
- F. SMACNA – Sheet Metal and Air Conditioners National Association.
- G. Underwriters Laboratories (UL) - Fire Hazard Classifications.
- H. FS – Federal Standard
- I. ANSI / SPRI ES-1 - (see also, 2009 IBC Section 1504.5)

1.4 BIDDER'S REPRESENTATION

- A. A large part of the value of this work is contained in the bidder's and the bidder's proposed manufacturer's capacity to provide long-term responsibility for the satisfactory performance of the roof. A 20-year, no dollar limit warranty for the benefit of the Owner is required. To that end, the following requirements are essential provisions of this specification:
1. By offering a bid for this work, the bidder certifies that he has visited the site and determined that all the conditions of the surrounding and underlying work are consistent with his proposed manufacturer's requirements for the specified warranty. In the event that the bidder discovers any condition of the surrounding and underlying work that would prevent him or his manufacturer from providing the specified warranty, he shall report it to the design professional not less than ten days prior to the bid opening.
 2. By offering a bid for this work, the bidder certifies that he has examined the Contract Documents, can meet all imposed time completion requirements and has found all the details and requirements of the scope of work are complete and consistent with his proposed manufacturer's requirements for the specified warranty. In the event that the bidder discovers any detail or requirement in the Contract Documents that would prevent him or his manufacturer from providing the specified warranty, he shall report it to the design professional not less than ten days prior to the bid opening.
 3. By offering a bid for this work, the bidder certifies that he can, within ten calendar days of a notice of award from the Insurer, provide a surety bond for the performance of the work, a surety bond for payment of labor and materials, and a specimen warranty certificate from the manufacturer whose system that is proposed to be used on the project.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications

1. The manufacturer of the roofing system shall be the actual manufacturer of the roofing materials. 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 manufacturer's name. All manufacturers and sub-manufacturers 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 PVC 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. Manufacturer's Technical Representative: The manufacturer of the roofing system shall be required to attend the roof pre-installation conference to accept the conditions of the work and to perform interim inspections during installation. After the roof installation is complete, the manufacturer's technical representative, unrelated to the sales department of the manufacturer, shall inspect the work and inform (by written report) the design professional, contractor, Insurer/Insurer's consultant and the installer of defective/incomplete work to be remedied. Those areas indicated shall be corrected to the full satisfaction of the design professional, Insurer, and manufacturer. Copies of all inspection reports from the manufacturer shall be promptly submitted to the design professional and the roofing consultant. The manufacturer shall submit written acceptance of the project to the design professional in issuance of the weather-tightness warranty and that the system has been installed according to the Manufacturer's published specifications and details. Report describing inspections, corrective actions and certifying manufacturer's acceptance of installation shall be submitted to the Architect in accordance with Section 01400 - Quality Requirements.
2. Roofing Consultant: The Insurer 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:

1. NRCA Roofing and Waterproofing Manual, Latest Editions.
2. SMACNA Architectural Sheet Metal Manual, 2003 Edition.
3. Underwriters Laboratories, Inc. (UL): Class A Fire Hazard Classification.
4. IBC International Building Code: related current code requirements.
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 of 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. Provide in accordance with Conditions of Contract and Division 1 Specification Sections.

Section 075423 - SINGLE PLY PVC ROOFING
SFRFs

1. Shop Drawings: Submit shop drawings indicating;
 - a. Roof size, location, and type of penetrations as required for the following.
 - b. Roof assembly composition and attachment to deck.
 - c. Insulation assembly and cricket layout plan with cross sections and slope of tapered insulation.
 - d. Insulation fastening patterns that are required to conform to wind uplift design based on FM 1-75 insulation fastening requirements at the field, including enhancements at perimeter and corners.
 - e. Roof perimeter and corner areas as defined by FM Loss Prevention Data Sheet 1-28 with the width dimensioned for each roof section.
 - f. Complete set of details for all perimeters, drains, penetration and roof accessories flashings and terminations and manufacturer's published installation procedure details. All termination details must conform to project specifications and detail drawings provided.
 - g. All roof related sheet metal items submitted in conformance with the submittal requirements of Sheet Metal Flashing & Trim specification section, as well as SMACNA approved designs. Flashings at roof perimeters shall be certified ANSI / SPRI ES-1 details. (see also, 2006 IBC Section 1504.5).

2. 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.
3. 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.
 4. Wind Uplift: Provide rigid insulation, roofing system, and component materials as specified and that have been tested as a complete system for application for the structural deck and slopes for this project. The system needs to be listed in Factory Mutual Research Approval Guide. Provide attachment to the deck that meets FM 1-75 membrane/insulation fastening requirements. Submit data that confirms this requirement.
 5. Copy of certificate documenting manufacturer's approval of installer as required in Paragraph 1.4-B-1.
 6. Copies of test reports showing compliance with requirements as specified in Paragraph 2.02.
 7. Samples:

- a. 12 inch square minimum sample of roofing membrane including lap seam
 - b. Sample RhinoBond Plate and fastener provided by the membrane manufacturer.
8. Provide copy of manufacturers' printed installation instructions and current recommendations.
 9. Provide certification that Manufacture has accepted the proposed roof assembly and that the assembly will be eligible for their 20 year total system N.D.L. warranty.
 10. Provide copy of warranties required in Paragraph 1.6 for review and approval by design professional. Warranty shall include a minimum wind speed warranty of 80mph.
 11. Provide proposed Over Night seal proposed including product data sheets for each product.

1.7 WARRANTY

- A. Manufacturer's Warranty: Provide roofing manufacturer's total system leak-tight 20-year labor and 20-year material "No Dollar Limit Warranty," including insulation and all components. The warranty shall contain no exclusion or limitation for improper installation, damage from water that ponds, or does not drain freely. Provide all details necessary to qualify for manufacturer's "No Dollar Limit Warranty" and the manufacturer will respond within 48 hours and repair, within five (5) business days, any leaks in the roofing assembly for the warranty period stated above at no cost to the owner, unless the leak is determined to be caused by others. The warranty shall cover wind speeds up to and including 80 mph.
- B. 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.
- C. Additive Alternate: Pricing shall be provided for a 30- year material "No Dollar Limit Warranty," including insulation and all components. The warranty shall contain no exclusion or limitation for improper installation, damage from water that ponds, or does not drain freely. Provide all details necessary to qualify for manufacturer's "No Dollar Limit Warranty" and the manufacturer will respond within 48 hours and repair, within five (5) business days, any leaks in the roofing assembly for the warranty period stated above at no cost to the owner, unless the leak is determined to be caused by others. The warranty shall cover wind speeds up to and including 80 mph.

1.8 PRE INSTALLATION CONFERENCE

- A. Conduct a pre-installation conference prior to commencing work of this section at project site under provisions in Division 1 Section "Project Management and Coordination". Review methods and procedures related to roofing system including, but not limited to, the following:
 1. Meet with Owner, Architect, Insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or

affects roofing including installers of roof accessories and roof-mounted equipment.

2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system or whose work will interface with the roof assembly as part of the building envelope.
7. Review governing regulations and school safety requirements.
7. Review temporary protection requirements for roofing system during and after installation.

1.9 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

1.10 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. PVC is a reflective membrane. Adequate UV eye protection is necessary during installation.
- N. Do not use oil base or bituminous base roof cement with PVC 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 shall be a UL Class A rated system and attached 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 PVC membrane.
- B. Approved Manufacturers:

Carlisle Sure Flex KEE HP is the basis of Design

1. Flex MF 80 Plus Elvaloy
 3. Fibertite Xtreme 90 mil
- 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 (15) years experience with thermoplastic membrane.
 3. Provide manufacturer certification that membrane contains no liquid plasticizers, and must be high molecular weight PVC 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, KEE HP, white (or tan as noted on drawings) PVC membrane polyester reinforced. There shall be a minimum of 20 mils of PVC membrane above the scrim and the weathering surface of the roof. The PVC 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-3045 and ASTM G 155 for PVC 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 PVC.
- B. Bonding Adhesive: Standard bonding adhesive provided by Manufacturer to hold flashings in place. Do not apply in seam areas.
- C. PVC 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 where required.

- 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 PVC membrane assemblies. Where installation incorporates insulation within the system, provide fasteners with anti-blackout 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. Polyurethane Insulation Foam Adhesive: One part or two part, as recommended by the Manufacturer to adhere insulation in place and applied to meet wind uplift requirements.
- K. Foam Backer Rod: Provide acceptable foam backer rod materials for expansion joints or other building envelope interfaces.
- L. Nailers: No. 2 or better, pressure preservative treated lumber using specified preservatives.
- M. Seam Cleaner: Use a surface cleaner at dirty or contaminated membrane prior to heat weld.
- N. Termination Bar: As provided by manufacturer fastened 6" O.C.
- O. Pipe Boots & Corners: Provide 0.055 inches unsupported PVC flashing at 1" to 6" diameter pipes and at inside and outside corners.
- P. Edge Metal Systems: As specified in Section 07 62 00 – Sheet Metal Flashing and Trim and/or as detailed in plans.
- Q. 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.
- R. Where plastic drain strainers exist replace with new cast Iron baskets
- S. Clean drains and pipes to insure that blockage doesn't exist.
- T. Walk Pad: Provide heavy embossed tread pad by PVC 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:
 - (1). FS HH-I-1980/Gen.
 - (2). FS HH-I-1973/3.
 - (3). ASTM C 209 - Water Absorption.
 - (4). ASTM E 96-Water Vapor Transmission of Materials.
 - (5). ASTM D 1621 - Compressive Strength.
 - (6). ASTM D 1622 – Density.
 - (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

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. 1/2" DensDeck Prime/SecureRock, or equal

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 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 1/2" deeper than the fastener engagement. Roofing contractor is liable for replacing fasteners that extend beyond the bottom of the flutes.
 - b. Reference Standard: SAE 1022, Heat Treated.
 - 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 1/4" per foot slope.
- c. Polyisocyanurate Crickets: Installed must provide at least a 1/4" per foot reverse slope greater than the slope of the field. Install 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

3.01 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.

3.02 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 and power broom clean off all loose granules.

3.03 PHASED CONSTRUCTION & COMPLETION REQUIRMENTS

- A. Phased construction will not be permitted on this project.
- B. Once roofing operations are started, the roofing application, including all associated metal work, must be continuous and finalized with all punch lists completed in the number of work days calculated as follows:
 - 1. 1,000 SF/Day Completion Rate based on a 5 day 40 hour work week, or
 - 2. 1,250 SF/Day Completion Rate based on a 4 day 40 hour workweek.

The contractor will be responsible for additional fees for additional inspection time resulting from the contractor not completing the roofing installation in the allotted time period. The additional inspection fee is \$700.00 per day.

3.04 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 PVC 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.

3.05 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. The contractor is responsible for installing the crickets with a sufficient length to width ratio to provide positive drainage to drains/scuppers. If the crickets are overlaid with a layer of insulation, a row of fasteners should be applied along the cricket valley line to insure the overlay conforms to the cricket configuration. If the crickets are installed on top of all insulation, a tapered edge strip sized from the cricket edge height down to 0" shall be installed.

- D. Insulation Attachment To Deck:
1. Mechanical 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 $\frac{3}{4}$ " for steel and 1" for wood and concrete. Structural concrete decks must be pre-drilled with a $\frac{7}{32}$ " 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. Mechanical fasteners at exposed metal deck locations must not extend more than 1" below the bottom of the deck flutes.
- E. Stagger Insulation Joints: All joints are to be staggered. When installing multiple layers of insulation, all joints between layers should be staggered.

3.06 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 PVC Membrane has been cut to expose reinforcing membrane, PVC Cut Edge Sealant or 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.

3.07 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 PVC 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.

3.08 MEMBRANE SECUREMENT

A. Mechanical Fasteners:

- 1. 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 $\frac{7}{32}$ " 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.

- 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.

3.09 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 PVC Pipe Flashings where practical
- 2. Flash using PVC unsupported flashing membrane when Pre-Molded Flashing is not practical.

C. Roof Drains

- 1. Provide a clean even finish on the mating surfaces between the clamping ring and the drain bowl.
- 2. Taper insulation around the drain to provide a smooth transition from the roof surface to the drain.
- 3. Place sealant on top of drain bowl where the clamping ring seats below membrane.
- 4. Install the roof drain clamping ring and clamping bolts. Tighten the clamping bolts to achieve constant compression.

D. Pipe Clusters and Unusual Shaped Penetrations

- 1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
- 2. Secure penetration pockets per Manufacturers recommendations.

3. Fill penetration pockets with Pourable Sealer, so as to shed water.
- E. Flexible Penetrations
1. Provide a weather tight gooseneck set in Water Block Seal and secured to the deck.
 2. Flash in accordance with Manufacturers Details.
- F. Scuppers
1. Provide new PVC coated welded watertight scuppers.
 2. Set welded watertight scupper in Water Block Seal and secure to the structure.
 3. Flash in accordance with Manufacturers and Plan details.
- G. Expansion Joints
1. Install as shown on roof drawings in accordance with Manufacturers details.

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 asphalt to provide a smooth, sound surface for new flashings.
- D. Apply PVC 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 PVC T-Joint covers at field and flashing splice intersections.
- I. Install intermediate flashing attachment for walls greater than 24".

1.11 FLASHING - ROOF EDGE METALS

- A. Flash all roof edges using materials as outlined in specifications and Plan Details.

- B. Use manufacturers coated PVC metal for drip edge, scuppers and similar terminations as shown in plan details.

1.12 ROOF WALKWAYS

- A. Walkways shall be PVC Walkway 180 Mil. Thick material. Heat weld the perimeters of the walkway material to the PVC membrane per Manufacturers requirements. Place walk pad 36" wide minimum along three sides of working side of HVAC units and other serviced equipment. Place walk pad 36" wide minimum along access side(s) of all roof hatches, roof ladders, and other roof access points.

1.13 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 076200

SHEET METAL FLASHING AND TRIM

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 SECTION INCLUDES

- A. Flashings, counterflashings, sheet metal roofing flashings, scuppers, gutters, downspouts, edge strips, formed wall flashing and trim and other fabricated sheet metal items.
- B. Related sections:
 - 1. Section 061000 – Rough Carpentry
 - 2. Section 075423 – PVC 80 Mil Membrane Roofing
 - 3. Section 079200 – Asphalt Patching, Sealants and Caulking

1.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 1997.
- B. ASTM B 32 - Standard Specification for Solder Metal; 1996.
- C. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing; 1997a.
- D. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 1993.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2003, Sixth Edition.
- F. NRCA – The NRCA Architectural Sheet Metal and Metal Roofing Manual, Latest Editions.

1.5 SUBMITTALS

- A. See Section 01340 - Submittals, for submittal procedures.
- B. Shop Drawings: Provide for all shop and pre-manufactured fabricated items. Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details. Submit color chart for pre-finished materials.
- C. Submit roof manufacturer's certification that metal fasteners and sealants are acceptable to roof manufacturer.
- D. Product Data Sheets on all products
- E. 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.
- F. Submit copies of all warranties.

1.6 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual and The NRCA Architectural Sheet Metal and Metal Roofing Manual requirements and standard details and Manufacturer's requirements, except as otherwise indicated.
- B. Install all sheet metal so as not to allow water infiltration into building.
- C. Prevent contact with materials which may cause discoloration or staining.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.8 WARRANTIES:

- A. 20 year coating warranties on all coated metals
- B. 20 year installation warranty on all coping
- C. All copings and edge metals must meet ES-1 Code requirements

PART 2 PRODUCTS

2.1 SHEET MATERIALS

- A. Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; 0.033 inch (22 gage) thick steel; pre-finished fluorocarbon coating system unless noted otherwise on the drawings.
- B. Membrane coated metal is to be used as shown in plans and roof membrane specification section.

2.2 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers. For fasteners that are to penetrate into, or through, pressure preservative treated lumber use stainless steel fasteners, hot dipped galvanized coated fasteners or coated fastener that is certified by manufacturer that coat is compatible with preservative used for wood treatment.
- B. Underlayment:
 - 1. ASTM D 2178, glass fiber roofing felt.
 - 2. Self adhering polymer modified bituminous sheet equal to W. R. Grace Ice and Water Shield
- C. Primer: Zinc chromate type.
- D. Protective Backing Paint: Zinc chromate alkyd.
- E. Sealant: Type B specified in Section 07920 – Joint Sealants.
- F. Plastic Cement: ASTM D 4586, Type I.
- G. Solder: ASTM B 32; Sn50 (50/50) type.

PART 3 FABRICATION

3.1 GENERAL FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

- E. Fabricated corners:
 - 1. Metal corners are to be soldered/welded water tight at curb metal cover flashings.
 - 2. Other, metal corners are to be folded and mitered together with the folded metal sealed water tight with sealant between the folds. Seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward ¼” or ½” inch (6 mm) and hemmed to form drip.
- G. All metal roof counterflashings are to be 2-piece (reglet with flashing insert). All metal flashing and reglet corners are to be mitered, folded, caulked and pop riveted in a watertight manner. The reglet/receiver mitered corners are to be fabricated with legs no longer than 18”.

3.2 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters: SMACNA Architectural Sheet Metal Manual, Material gauge and profile shall be as indicated on the Drawings. The finish shall match metal roof panels or shall be as indicated on the Drawings. Each gutter joint will be cleaned, primed and covered with either a 6” wide strip of uncured EPDM glued in place in accordance with manufacturer’s recommendations with the edges sealed with recommended seam caulk, or a 6” wide strip of weather resistant Eternabond.
- B. Downspouts: Rectangular profile - See Drawings for details. Material finish shall match metal roof panels and be fabricated from 22 gauge metal, or as indicated on the drawings.
- C. Gutters and Downspouts: Size for rainfall intensity determined by a storm occurrence of 1 in 5 years in accordance with SMACNA Architectural Sheet Metal Manual. Material finish shall match metal roof panels, and be fabricated from 22 gauge metal; or as indicated on the drawings.
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports shall be as indicated on the Drawings.
 - 3. Downspout Supports: Brackets.
- E. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.
- F. Downspout Boots: Steel.
 - 1. At grade level and accessible to public: Eight foot high 16 gage primed steel. Wrap with metal with same finish as downspouts.
 - 2. Inaccessible to public: Two foot high 16 gage primed steel. Wrap with metal with same finish as downspouts.

- G. Seal metal joints.

3.3 COPING FABRICATION

- A. Coping will be prefabricated from 24 gauge iron sheet metal with material finish matching metal roof panels, or as indicated on the Drawings.
- B. Cover and splice plates will be installed.
- C. Coping will be tapered to drain water toward the roof membrane drainage.
- D. Coping corners are to be mitered, sealed and pop riveted with 30” maximum outside legs. Pop rivets are to penetrate through sealant.
- E. Coping Tee joints are to be fabricated with a 5’ top of the Tee and a 30” leg inserted under the top of the Tee, sealed and pop-riveted. Pop rivets are to penetrate through sealant.

PART 4 EXECUTIONS

4.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

4.2 PREPARATION

- A. Install starter, edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint

4.3 GENERAL INSTALLATION

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA and NRCA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall opening components such as windows, doors and louvers.
- B. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- C. Apply plastic cement compound between asphalt primed metal flashings, felt flashings and per NRCA standards.
- D. Fit flashings tight in place. Make mitered corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.

4.4 COUNTERFLASHING INSTALLATION

- A. All metal roof counterflashings are to be 2-piece (reglet/receiver with flashing insert). Counterflashings attached to metal and where slip metal is needed at mechanical curbs, one (1) piece may be used unless Drawings indicate otherwise.
- B. Masonry and saw cut reglets: Insert masonry reglets to form tight fit. Secure saw cut reglets in place with appropriate wedges installed. Seal joint with one part polyurethane caulking.
- C. Surface mounted flashing receiver: Set receiver into non-skinning butyl caulk and fasten reglet to wall 12" O.C through butyl caulk. Seal top of receiver with one part polyurethane caulking. For stucco stop type reglet: fasten reglet to wall 12" O.C.
- D. All metal flashing receiver and reglet lap joints are to be lapped 3" and are to be caulked water tight with polyurethane caulking between the two pieces. The two pieces are to fit flush with one another. Wind clips 1" wide are to be installed spaced approximately 3'4" O.C.
- E. All metal flashing and reglet corners are to be mitered, folded, caulked and pop riveted in a watertight manner. The reglet/receiver mitered corners are to be fabricated with legs no longer than 18".
- F. When masonry and stucco stop reglets are to be installed by other trades, insure that they are fully informed on installation requirements.

4.5 GUTTER & DOWNSPOUT INSTALLATION

- A. Secure Leader boxes and downspouts in place using concealed fasteners.
- B. Slope gutters to outlets.
- C. Set splash pads under downspouts.
- D. Gutters will be installed in accordance with SMACNA recommendations including a maximum 50 LF run from end to end without an expansion joint. Each gutter joint will be cleaned, primed and covered with a 6" wide strip of uncured EPDM glued in place in accordance with manufacturer's recommendations and the EPDM edges sealed with recommended seam caulk, or a 6" wide strip of weather resistant Eternabond.
- E. Where coping abuts a high wall, a splice plate with edge flanged up and out will be installed against wall in non-skinning butyl sealant. A wall abutment flashing trimmed to fit tight around the splice plate will then (1) be installed in sealant insuring the two corners at the splice plate are completely sealed with the sealant, (2) fastened to the wall and (3) sealed around the edges. Coping will be set in four

rows of non skinning butyl sealant on the splice plate as described above leaving a ¼” separation between coping and wall.

- F. Coping butt joints are to have both a 6” wide splice plate and 6” wide cover plate at each joint. Separation between coping joints shall be ¼”. On each side of the splice plate there is to be two full rows of non-skinning butyl caulking. Under each side of the cover plate there is to be one row of non-skinning butyl caulk. If the parapet is sloped, 2 pop rivets on the uphill side of the cover plate will be installed through the cover plate, through the butyl caulk

END OF SECTION

SECTION 07920

Asphalt Patching, Sealants & Caulking

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The purpose of asphalt patching 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. 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.
- C. 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.
 - 1. Read all specifications and examine all drawings thoroughly for sealant applications required.

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 asphalt patching, 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 ASPHALT PATCHING, 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 01300.
- 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 II – PRODUCTS:

2.1 **GENERAL:**

- A. **COMPATIBILITY:** Provide asphaltic patching compounds, fiberglass embedded reinforcing, 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. NP-2 as manufactured by Sonneborne or approved Equal.

- B. Equipment: All caulking and sealing equipment shall be only such equipment as is specifically recommended by the manufacturer or the material being installed.

2.3 **ASPHALTIC PATCHING MATERIAL:**

- A. Petroleum asphalt based patching material complying with ASTM 6511, Type I, with embedded fiberglass fibers and 2 coats of aluminum roof paint.

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.

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:**

- A. Verify that caulking and sealing may be installed in accordance with the manufacturer's recommendations.

3.4 **JOINTS:**

- A. WIDTH: Minimum $\frac{1}{4}$ inch X $\frac{1}{4}$ “
- B. DEPTH: Do not exceed width of joint from $\frac{1}{4}$ “ to $\frac{1}{2}$ “. Maximum depth $\frac{1}{2}$ “

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 $\frac{1}{2}$ “ 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 ASPHALT PATCHING, 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---

SECTION 15050

Basic Mechanical Materials and Methods

PART 1 - GENERAL

1.1. **SUMMARY:**

A. Section Includes:

1. Mechanical Basic Requirements specifically applicable to Division 15 in addition to the requirements of Division 1 – General Requirements and the General Conditions of the Contract.
2. Removal and reinstallation and/or replacement of roof top HVAC ducting and electric motors.
3. Mechanical Identification.

1.2. **RELATED SECTIONS:**

- A. Work described in this section is related to other work described in Divisions 07 and 16 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 Architect 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 or certificate of final payment issued, until certificates of satisfactory inspection from the inspection authorities are delivered.

1.5. **SUBMITTALS**

- A. In accordance with the requirements of Division 1.

1.6. **SUBSTITUTIONS**

- A. In accordance with the requirements of Division 1.

1.7. **OPERATIONS AND MAINTENANCE DATA**

- A. In accordance with the requirements of Division 1.

1.8. **DELIVERY, STORAGE, AND HANDLING**

- A. In accordance with the requirements of Division 1.

1.9. **RECORD AS-BUILT DRAWINGS**

- A. In accordance with the requirements of Division 1.

1.10. **FINAL INSPECTIONS**

- A. In accordance with the requirements of Division 1.

PART 2 - PRODUCTS

2.01 **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:
 - a. Plastic Pipe Marker: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have

maximum sheet size with spring fastener. Color and Lettering:
Conform to ASME A13.1.

- b. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings. Color and Lettering: Conform to ASME A13.1.
- c. Plastic Underground Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

PART 3 - EXECUTION

3.01 INSTALLATION - IDENTIFICATION:

- A. Install materials in accordance with manufacturer's instructions.
- B. Install plastic nameplates with adhesive.
- C. Install plastic tags with corrosion-resistant metal chain.
- D. Piping will be labeled at all changes in direction and at a minimum of every 20 feet of straight runs of pipe.

3.02 EXISTING SERVICES:

- A. The Contractor shall carefully examine the drawings and specifications, visit the site of the work, fully inform himself 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 that 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.

3.03 PAINTING:

- A. Surfaces of all equipment and material shall be thoroughly cleaned and left ready for painting.

3.04 ELECTRICAL WIRING AND CONTROL EQUIPMENT:

- A. All motor starters, disconnects overload protection equipment, and low voltage control equipment and wiring, specified under this Division, will be the responsibility of this Contractor. Installation of line voltage components

and wiring, specified under this Division, will be the responsibility of the electrical contractor. Purchase and installation of low voltage components and wiring, specified under this Division, will be this Contractor's responsibility.

- B. 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.
- C. All electrical work performed under this Division will be in compliance with the NEC and all applicable city and state ordinances. All controllers, furnished with mechanical equipment, shall have overload protection on all phases.
- D. The mechanical contractor must coordinate with the electrical contractor to insure 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.

3.05 **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/Architect:
 - a. An approved Test and Balance Report
 - b. Operation test.
- B. Prior to the final inspection or consideration of final payment, the Contractor shall:
 - a. Provide copies of permits and/or inspection certificates.
 - b. Provide a check-out report.
 - c. Provide record as-built drawings.
 - d. Return keys to the Owner.
 - e. Deliver all spare parts.
 - f. Touch up any damaged finishes.
 - g. Provide all warranty certificates and documentation.

---END OF SECTION---

SECTION 15400

Basic Plumbing Materials and Methods

PART 1 - GENERAL

1.1. SECTION INCLUDES:

- A. Roof top pipe and pipe fittings and valves removal and reinstallation and or replacement.
- B. Plumbing specialties: HVAC and roof top equipment related cleanouts, backflow preventers, water hammer arresters, thermostatic mixing valves removal and reinstallation and or replacement.
- C. Roof top Plumbing removal and reinstallation and or replacement.

1.2. REFERENCES:

- A. NFPA 54 – National Fuel Gas Code.
- B. IPC, latest Edition: International Plumbing Code
- C. NFPA 70 – National Electrical Code.

1.3. SUBMITTALS:

- A. Product data: Provide for plumbing specialties, fixtures, and equipment.
- B. Submittal requirements: Provide per Section 15050.

1.4. WARRANTY:

- A. Provide warranty as per Section 01 7800 - Closeout Submittals.

PART 2 – PRODUCTS: N/A

PART 3 - EXECUTION

3.01 INSTALLATION - IDENTIFICATION:

- A. Install materials in accordance with manufacturer's instructions.

- B. Install plastic nameplates with adhesive.
- C. Install plastic tags with corrosion-resistant metal chain.
- D. Piping will be labeled at all changes in direction and at a minimum of every 20 feet of straight runs of pipe.

3.02 **INSTALLATION - SLEEVES:**

- A. Verify openings are ready to receive sleeves.
- B. Exterior watertight entries: Seal with mechanical sleeve seals.
- C. Set sleeves in position in forms. Provide reinforcing around sleeves.
- D. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- E. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.
- F. Where piping or ductwork penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with fire stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.
- G. Install chrome plated steel or if allowed, plastic, escutcheons at finished surfaces.

3.03 **EXISTING SERVICES:**

- A. The Contractor shall carefully examine the drawings and specifications, visit the site of the work, fully inform himself 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 that 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.

3.04 **PAINTING:**

- A. Surfaces of all equipment and material shall be thoroughly cleaned and left ready for painting.

3.05 **ELECTRICAL WIRING AND CONTROL EQUIPMENT:**

- A. All motor starters, disconnects overload protection equipment, and low voltage control equipment and wiring, specified under this Division, will be the responsibility of this Contractor. Installation of line voltage components and wiring, specified under this Division, will be the responsibility of the electrical contractor. Purchase and installation of low voltage components and wiring, specified under this Division, will be this Contractor's responsibility.
- B. 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.
- C. All electrical work performed under this Division will be in compliance with the NEC and all applicable city and state ordinances. All controllers, furnished with mechanical equipment, shall have overload protection on all phases.
- D. The mechanical contractor must coordinate with the electrical contractor to insure 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.

3.06 **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:
 - a. An approved Test and Balance Report
 - b. Operation test.
- B. Prior to the final inspection or consideration of final payment, the Contractor shall:
 - a. Provide copies of permits and/or inspection certificates.
 - b. Provide a check-out report.
 - c. Provide record as-built drawings.
 - d. Return keys to the Owner.
 - e. Deliver all spare parts.
 - f. Touch up any damaged finishes.
 - g. Provide all warrantee certificates and documentation.

---END OF SECTION---

SECTION 15950

TESTING, ADJUSTING, AND BALANCING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Testing, adjusting, balancing of air systems.
- B. Testing, adjusting, balancing of hydronic systems.

1.2 RELATED SECTIONS

- A. Work described in this section is related to other work described in Divisions 13, 15, and 16 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 Architect 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 SUBMITTALS

- A. Draft Reports: Submit for review prior to final acceptance of Project.
- B. Test Reports: Submit prior to final acceptance of project and for inclusion in operating and maintenance manuals. Provide in soft cover, letter size, 3-ring binder, with index page and tabs, and cover identification. Include reduced scale drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

1.4 QUALITY

ASSURANCE

- A. Agencies:
 - 1. Energy Balance, Inc.
 - 2. Native Air Company.
 - 3. Design Balance.
 - 4. Kirk Air Company Inc.
 - 5. Jest Tab LLC
 - 6. Or equal performance.

- B. Reports Forms: AABC National Standards for Total System Balance.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION

3.1 EXAMINATION

- A. Before commencing work, verify that systems are complete and operable.
- B. Report any defects, deficiencies or abnormal conditions in mechanical systems which prevent system balance.
- C. Beginning of work means acceptance of existing conditions.

3.2 INSTALLATION TOLERANCES

- A. Air Handling Systems: Adjust air handling systems to plus or minus 5 percent for supply systems and plus or minus 10 percent for return and exhaust systems from figures indicated.
- B. Air Outlets and Inlets: Adjust to within plus or minus 10 percent of design conditions indicated.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.3 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to deliver required or design supply, return, and exhaust quantities within previously stated tolerances.
- B. Make air quantity measurements in ducts by traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Use volume control devices to regulate air quantities only to extent that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers.
- E. Vary total system air quantities by adjustment of fan speeds. Provide drive change required. Vary branch air quantities by damper regulation.
- F. Measure static air pressure condition on air supply units, including filter and coil pressure drops, and total pressure across the fan. Allow for 50 percent loading of filters.
- G. Adjust automatic outside air, return air, and exhaust air dampers for design conditions.

- H. Measure temperature conditions across outside air, return air, and exhaust air dampers to check leakage.
- I. At modulating dampers locations, take measurements and balance at extreme conditions.

3.5 **FIELD QUALITY CONTROL**

- A. Verify recorded data represents actually measured or observed condition.
- B. Permanently mark settings of valves, dampers, and other adjustment devices. Set and lock memory stops.

END OF SECTION

SECTION 16010

BASIC ELECTRIC REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Basic Electrical Requirements specifically applicable to Division 16, in addition to Division 1 - General Requirements and the General Conditions of the Contract.
- B. All electrical work required for the removal and reinstallation of all roof top electrical equipment and wiring in the course of re-roofing the building.
- C. Insure that all equipment is working properly before commencement of work and certify proper working order at the completion of the project. Any damaged and non functioning equipment at the end of the project will need to be replaced in kind by the Contractor at no additional expense to the Owner, unless prior notification of non functionality is given to Owner before work commences.

1.2 WORK BY OWNER: N/A

1.3 OWNER FURNISHED PRODUCTS: N/A

1.4 WORK SEQUENCE

- A. As Described in Division 1.

1.5 FUTURE WORK: N/A

1.6 ALLOWANCES: N/A

1.7 UNIT PRICES: N/A

1.8 ALTERNATES: N/A

1.9 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code.
- B. NFPA 101 - Life Safety Code.

1.10 SUBMITTALS

- A. Submit shop drawings and product data grouped to include complete submittals of related system, products, and accessories in a single submittal. Architect will commence review only when all data has been received.
- B. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references. Mark dimensions and values in units to match those specified.
- C. Apply Contractor's stamp, signed or initial, 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 Architect in writing, at the time of the submission, of any and all deviations in the submittals from requirements of the Work and Contract Documents.

No fabrication or work which requires submittals shall begin until submittals are returned with the Architect'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. Architect'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 Architect by specific written notification for each such variation. The Architect'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 Architect will review a submittal and, if necessary, a resubmittal of the same item. These reviews will be performed at the convenience of the Architect.

1.11 SUBSTITUTIONS

- A. Prior approval of materials and equipment in Division 16 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 Section 1.10.

- C. Document each request with compete data substantiating compliance of proposed Substitution with Contract Documents.
- D. Submit 1 copy of request for Substitution for consideration. Limit each request to one proposed Substitution prior to submission for a Submittal Review.

1.12 REGULATORY REQUIREMENTS

- A. All electrical work shall be performed in strict accordance with the UBC, ANSI, NEC, NFPA, Model Energy Code, all applicable provisions of the Local Authorities having jurisdiction and the State of New Mexico. 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 of visa-versa, the more stringent application shall govern.
- B. Furnish products listed by Underwriters Laboratories, Inc. or other testing firm acceptable to authority having jurisdiction.
- C. Permits necessary for the performance of the work under this contract shall be secured and paid for by the Contractor. Final inspection by the Architect will not be made or certificate of final payment issued until certificates of satisfactory inspection from the inspection authorities are delivered.

1.13 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Prepare drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission of Architect/Architect before proceeding.

1.14 SEQUENCING AND SCHEDULING

- A. Construct Work in sequence under provisions of Division 1.

1.15 RECORD AS-BUILT DRAWINGS

- A. The Contractor shall modify original reproducible drawings and two 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 Architect. This set of documents shall show all changes in the work, including actual location of all work.

- B. Completion of record as-built drawings is a condition of final inspection and consideration of final payment.

1.16 FINAL INSPECTIONS

- A. One final inspection for completion of project will be performed by the Architect. 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. The cost of additional inspection(s) shall be deducted from the contract amount stated in the agreement between the Owner and the Contractor. Costs for additional inspections shall be assessed at the Architect's hourly rates.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 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/Architect.
 - Have all systems tested, adjusted and calibrated.
 - Have all electrical equipment properly labeled.

- B. Prior to the Final Inspection or consideration of Final Payment, the Contractor shall:
 - Provide copies of permits and/or inspection certificates.
 - Provide a Check-out report.
 - Provide Operating and Maintenance Manual(s).
 - Provide Record as-built Drawings.
 - Return keys to the Owner.
 - Deliver all spare parts.
 - Touch up any damaged finishes.

---END OF SECTION 16010---

SECTION 16111

ELECTRICAL CONDUIT

1.0 GENERAL

1.1 SECTION INCLUDES

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid tight flexible metal conduit.
- D. Electrical metallic tubing.
- E. Nonmetal conduit.
- F. Electrical nonmetallic conduit.
- G. Flexible nonmetallic conduit.
- H. Fittings and conduit bodies.

1.2 RELATED SECTIONS

- F. Section 16010 – Basic Electrical Requirements.

1.3 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI/NFPA 70 - National Electrical Code.
- C. NECA "Standard of Installation".

1.4 DESIGN REQUIREMENTS

- A. Conduit Size: ANSI/NFPA 70.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 3300.
- B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, metallic tubing and, nonmetallic conduit.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Division 1.
- B. Accurately record actual routing of conduits larger than 2 inches.

1.7 **REGULATORY REQUIREMENTS**

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.8 **FIELD SAMPLES - Not Applicable**

1.9 **DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, protect, and handle Products to site under provisions of Division 1.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.10 **PROJECT CONDITIONS**

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

2.0 **PRODUCTS**

2.1 **CONDUIT REQUIREMENTS**

- A. Minimum Size: 1/2 inch unless otherwise specified.
- B. Outdoor Locations, above Grade: Use Rigid steel conduit, intermediate metal conduit, and electrical metallic tubing.
- C. Wet and Damp Locations: Use rigid steel conduit, intermediate metal conduit, and electrical metallic tubing.

2.2 **METAL CONDUIT**

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Intermediate Metal Conduit (IMC): Rigid steel.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings.

2.3 **PVC COATED METAL CONDUIT - Not Used**

2.4 **FLEXIBLE METAL CONDUIT**

- A. Description: Interlocked steel construction.

- B. Fittings: ANSI/NEMA FB 1.

2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Carlon
 - 2. Substitutions: Under provisions of Section 16010.
- B. Description: Interlocked steel construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB 1.

2.6 ELECTRICAL METALLIC TUBING (EMT) – Not Used

2.7 NONMETALLIC CONDUIT – Not Used

2.8 NONMETALLIC TUBING - Not Allowed

3.0 EXECUTION

3.1 INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- F. Fasten conduit supports to building structure and surfaces under provisions of Section 16190.
- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- L. Route conduit in and under slab from point-to-point.
- M. Do not cross conduits in slab.

- N. Maintain adequate clearance between conduit and piping.
- O. Maintain 12 inches clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- P. Cut conduit square using saw or pipecutter; de-burr cut ends.
- Q. Bring conduit to shoulder of fittings; fasten securely.
- R. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- S. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- T. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch size.
- U. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- V. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- W. Provide suitable pull string in each empty conduit except sleeves and nipples.
- X. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- Y. Ground and bond conduit under provisions of Section 16170.
- Z. Identify conduit under provisions of Section 16195.

3.2 **INTERFACE WITH OTHER PRODUCTS**

- A. Install conduit to preserve fire resistance rating of partitions and other elements.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket.

END OF SECTION