CITY OF SANTA FE

"REQUEST FOR BIDS"

'16/03/B
CIP #421/3023
WATER HISTORY PARK & MUSEUM
PHASE II- CONSTRUCTION INTERIOR REHABILITATION PROJECT

NOTE: ADDITIONAL SCOPE AND SPECIFICATIONS ARE NOTED ON THE DRAWINGS AND WITH THIS VOLUME, ARE PART OF THE CONTRACT DOCUMENTS

PROJECT MANUAL

<u>BIDS DUE:</u>

November 12, 2015
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD – BUILDING "H"

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SPECIFICATIONS (See Table of Contents at front of Specifications Manual)

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) BID SCHEDULE

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

(00 1114) BID SCHEDULE

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1)	ISSUANCE OF BID PACKET:	October 16, 2015
2)	PRE-BID CONFERENCE	October 27, 2015 2:00 PM CoSF Facilities Division Office 2651 Siringo Road Building E Santa Fe, New Mexico 87505
3)	BID SUBMITTAL DEADLINE:	November 12, 2015
5)	OPENINGS OF BIDS RECEIVED:	November 12, 2015 2:00 P.M. City of Santa Fe Purchasing Office 2651 Siringo Road Building H Santa Fe, NM 87505
6)	RECOMMENDATION OF AWARD:	
	PUBLIC WORKS/CIP AND LAND USE COMMITTEE:	November 23, 2015
	FINANCE COMMITTEE:	November 30 2015
	CITY COUNCIL:	December 9, 2015

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 that 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 ***Mandatory*** Pre-Bid Conference approximately ten (10) calendar days prior to the Bid opening date stated in the Invitation for Bid with failure to attend to disqualify any bids.

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 General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

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.

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 suppler 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

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-15-1242 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

See Water History Park & Museum Interior Rehabilitation plans

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

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. ***GB-98 Required.***

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 on a case by case period by the City of Santa Fe Facilities Division (505)955-5938.

(00 3101) EXISTING FACILITY RECORD PLANS

Current record documents are available for review upon request through the City of Santa Fe Facilities Division, LeAnn Valdez, (505) 955-5938.

BID FORMS
(00 4100)

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

Invitation No: ‘16/03/B

Project: CIP 421 – WATER HISTORY PARK & MUSEUM
PHASE II-INTERIOR REHABILITATION PROJECT

Contractor:

Date: October 30, 2015

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 City of Santa Fe written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the City of Santa Fe 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 inconformity 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:

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

Warranty:

The costs will be calculated and totaled by the City of Santa Fe Purchasing Division for evaluation of lowest bidder.

The Contractor shall be required comply with 2009 NEW MEXICO COMMERCIAL BUILDING CODE, and the 2009 UNIFORM MECHANICAL CODE, An American National Standard IAPMO/ANSI UMC 1-2009. The contractor shall be responsible to deal with the State CID office. For reference please see: www.rld.state.nm.us/construction General Building.

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):

ITEM DESCRIPTION	COST
GENERAL REQUIREMENTS	$_____
GENERAL LABOR	$_____
CARPENTRY & TRIM	$_____
FRAMING MODIFICATIONS (S-sheets)	$_____
PAINTING	$_____
WOOD WINDOW REHABILITATION	$_____
WOOD DOORS & HARDWARE	$_____
NHL PLASTER/BRICK & MORTAR REPAIR	$_____
WOOD FLOOR & FINISH	$_____
HVAC	$_____
ELECTRICAL	$_____
OVERHEAD/PROFIT	$_____
NM GRT 8.3125%	$_____
TOTAL	$_____

ITEM DESCRIPTION	COST
DEDUCTIVE ALTERNATE #1- DELETE ROOF COATING	$_____
DEDUCTIVE ALTERNATE #2- DELETE PAINTING EXTERIOR WALLS	$_____

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 365 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

THIS FORM MUST BE
USED BY SURETY

(00 4517) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF)
) ss.
COUNTY OF)

_____ being first duly sworn deposes and says:

that he is the duly appointed agent for
_____
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New Mexico

in connection with the construction of
_____

dated _____ day of _____, 20___, executed by

_____

contractor, as principal and _____, as surety, signed by this

deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has

been or will be collected by him; and that the full commission thereon has been or will be retained by him.

_____

Subscribed and sworn to before me, a notary public in and for the County of _____, this _____ day of _____, 20_____.

My Commission expires: _____

Agent's Address: _____

_____

Telephone: _____

(00 4518) SUBCONTRACTOR LISTING

Note: A 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.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT

(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 affront.

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

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

(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 perspective 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

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

FOR BIDDING PURPOSES ONLY

AGREEMENT made as of the day of in the year 2015
(In words, indicate day, month and year.)

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

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

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

To Be Determined

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

CIP#421- Water History Park & Museum
1209 Canyon Road
Santa Fe, NM
87501

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

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

Victor Johnson Architect
PO Box 1866
Santa Fe, New Mexico 87504

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.

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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.

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

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.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work will be the date on the Notice to Proceed from the Owner.

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

N/A

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

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(Paragraphs deleted)
ninety (90) calendar days from the date of commencementsubject to adjustments of this Contract Time as provided in the Contract Documents. Liquidated Damages of one thousand dollars ($1,000) per calendar day will apply for work not completed by the Substantial Completion Date.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 To Be Determined ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2
(Paragraphs deleted)
Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)
General Requirements		
General Labor		
Carpentry & Trim		
Framing Modifications (S-sheets)		
Painting		
Wood Window Rehabilitation		
Wood Doors and Hardware		
NHL Plaster/Brick & Mortar Repair		
Wood Floor & Finish		
HVAC		
Electrical		
Overhead/Profit		
NMGRT		
Total		
Alternate #1- Delete Roof Coating		
Alternate #2- Delete Painting Exterior Walls		

(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, or as follows:

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 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.
(Federal, state or local laws may require payment within a certain period of time.)

§ 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 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
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.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.

(Paragraphs deleted)
§ 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 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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Within fifteen days of the Contractor's request for final payment has been submitted to the City, provided the Owner has received the Consent of Surety and Waivers and Release 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

[ ] Other *(In Accordance with New Mexico Public Works Mediation Act 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:
(Name, address and other information)

LeAnn Valdez
Project Administrator
Public Works Department/ Facilities Division
City of Santa Fe
2651 Siringo Road, Building E
Santa Fe, New Mexico 87505
Office Phone (505) 955-5938

§ 8.3 The Contractor's representative:
(Name, address and other information)

To Be Determined

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

§ :

§ 8.5 1 **INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend the City 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

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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

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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:	Public Works Department /Facilities Division, City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909
CONTRACTOR:	To Be Determined

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.

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 December 31, 2015, unless sooner pursuant to section 7, 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	Request for	July 2015	11

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Qualifications	Qualifications
'16/03/QB	

§ 9.1.4 The Specifications:
(Paragraphs deleted)
(The specifications are included in the drawings as provided by the Owner.
§ 9.1.5 The Drawings:
(Provided by the Owner designed by the Architect.)

Number	Title	Date

§ 9.1.6 Additional documents, if
(Table deleted)
any, forming part of the Contract Documents:

None

(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 and 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 Compensation	$500,000 disease, policy limit

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

CITY OF SANTA FE:

_____
JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

10/6/15
KELLEY A. BRENNAN,
CITY ATTORNEY

CONTRACTOR:

_____
BY: PRESIDENT

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

APROVED:

_____
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52359.572970 and 423041.572970
Business Unit/Line Item
(Paragraphs deleted)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

CIP #421- Water History Park and Museum
1209 Canyon Road
Santa Fe, NM 87501

THE OWNER:
City of Santa Fe
PO Box 909, 200 Lincoln Avenue
Santa Fe, New Mexico, 87501
(505)955-5938

THE CONTRACTOR:
To Be Determined

THE ARCHITECT:
Victor Johnson Architect
PO Box 1866
Santa Fe, NM 87501

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.

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§ 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 or other rights or exclusion of rights as indicated in the agreement between Owner and Architect.. 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. 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

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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.

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§ 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

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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 all obligatory 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 3 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

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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.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar 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

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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 and the Owner.

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§ 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.

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§ 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 sign the Application for Payment.

§ 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 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 sign the final Application 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.

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§ 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

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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

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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, 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; 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, 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.

§ 7.2.2 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 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.

§ 7.2.3 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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.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.

§ 7.2.4 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 percentages for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.2.5 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 after the issuance of a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3 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 consistent 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.

(Paragraphs deleted)

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.

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§ 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 and the Owner, 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 or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least five 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 three days after receipt of the Contractor's Application for Payment, either sign the Application 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 Signing the Application 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

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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. Signing the Application for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, signing the Application 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 approval of the Application 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 approve 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 signing an Application for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a 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 approval are removed, approval will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds approving a 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.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has signed the Application 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

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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 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 sign an Application 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 the time frame 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 Contractor for their written acceptance of responsibilities assigned to them in such Certificate, then to the Owner for their approval. Upon such acceptance, the Owner shall make payment 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.

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§ 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 and Owner will promptly make such inspection and, when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly sign and issue a Final Completion Certificate stating that the Work has been completed in accordance with terms and conditions of the Contract Documents. 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 Final payment shall not become due until the Contractor submits to the Owner (1) 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, (2) 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, (3) consent of surety, if any, to final payment and (4), 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.

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§ 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

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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;

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.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 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 PERFORMANCE BOND AND PAYMENT BOND
§ 11.3.1 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.

(Paragraphs deleted)
§ 11.3.2 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.

(Paragraphs deleted)
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.

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§ 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.

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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.

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§ 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 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.

(Paragraphs deleted)

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.

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§ 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.

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§ 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 Owner 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.

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§ **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

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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.

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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. CITY OF SANTA FE - 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. TERMINIATION OF THE CONTRACT
15. EQUAL OPPORTUNITY
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 City of Santa Fe pursuant to Subparagraph 2.2.6, or (4) a written order for a minor change in the work issued by the City of Santa Fe pursuant to Paragraph 12.4. The Contract Document 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 negations, 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 City of Santa Fe and the Contractor, but the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe . With respect thereto, the City of Santa Fe agrees not to asset any rights and not to establish any claims under the design patent of copyright laws.

ARTICLE 2

CITY OF SANTA FE

2.1 DEFINITION

2.1.1 The City of Santa Fe is the person lawfully license to practice City of Santa Fe ure, or an entity lawfully practicing City of Santa Fe ure 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 "City of Santa Fe " means the City of Santa Fe or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT – FACILITIES DIVISION

2.2.1 The City of Santa Fe will provide administration of the Contract as hereinafter described.

2.2.2 The City of Santa Fe will be the Owner's Agent during construction and until final payment is due. The City of Santa Fe will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the City of Santa Fe t. City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe deems appropriate during the progress of the work. Additionally, the City of Santa Fe 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 City of Santa Fe , he shall guard the Owner against defects and deficiencies in the construction. Should the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe may perform his functions under the Contract Documents.

2.2.6 Based on the City of Santa Fe's observations and an evaluation of the Contractor's Application for Payment, the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the City of Santa Fe 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 City of Santa Fe's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 The City of Santa Fe 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 City of Santa Fe'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 City of Santa Fe to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

2.2.13 The City of Santa Fe 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 City of Santa Fe's approval of a specific item shall not indicate approval of an assembly of which the time is a component.

2.2.14 The City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe agree, the City of Santa Fe will provide one or more Project Representatives to assist the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe .

2.2.18 In case of the termination of the employment of the City of Santa Fe , the Owner shall appoint an City of Santa Fe whose status under the Contract Documents shall be that of the former City of Santa Fe .

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 City of Santa Fe .

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 City of Santa Fe '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 City of Santa Fe . 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 City of Santa Fe and the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe , 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe , 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 City of Santa Fe , 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 City of Santa Fe to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the City of Santa Fe , 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 City of Santa Fe .

4.10.8 The Contractor shall submit to the City of Santa Fe monthly progress status reports on dates directed by the City of Santa Fe . 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.
D. 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the City of Santa Fe in writing of such deviation at the time of submission and the City of Santa Fe 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 City of Santa Fe '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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe at the same time, and documented in writing within two business days. All oral directions from the City of Santa Fe 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 City of Santa Fe .

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe , 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 City of Santa Fe , 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 City of Santa Fe 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 City of Santa Fe will promptly reply to the Contractor in writing stating whether or not the Owner or the City of Santa Fe , after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe . Said agreement shall preserve and protect the rights of the Owner and the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe , 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 City of Santa Fe timely notice of its readiness so the City of Santa Fe 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 City of Santa Fe , and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the City of Santa Fe in duplicate on acceptable forms.

7.6.2 If the City of Santa Fe 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 City of Santa Fe '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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City of Santa Fe may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe may require. This schedule, unless objected to by the Owner or City of Santa Fe , 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 City of Santa Fe an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe on account of work done by such Subcontractor.

9.5.4 Neither the Owner nor the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe cannot agree on a revised amount, the City of Santa Fe will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe , then the Contractor may, upon seven additional days' written notice to the Owner and the City of Santa Fe , 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 City of Santa Fe 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 City of Santa Fe , 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 City of Santa Fe , 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 City of Santa Fe 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 City of Santa Fe '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 City of Santa Fe (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 City of Santa Fe so confirms, the Owner shall, upon application by the Contractor and certification by the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe .

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 City of Santa Fe , 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 City of Santa Fe 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 an 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 the be determined by the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe '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 City of Santa Fe . 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:

Subtotal before Applying the Percentage Shown	$500 & Less	Over $500
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 City of Santa Fe 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 City of Santa Fe . 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 City of Santa Fe 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 City of Santa Fe or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City of Santa Fe , 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 City of Santa Fe has not specifically requested to observe prior to begin covered, the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe '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 City of Santa Fe , 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 City of Santa Fe '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 City of Santa Fe 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 City of Santa Fe , 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 City of Santa Fe 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 City of Santa Fe '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 City of Santa Fe upon application, in the manner provided in paragraph 9.4 and this obligation or to the Owner, as the case may be, shall be certified by the City of Santa Fe 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 that 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 statues.

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 form 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; therefor, 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 City of Santa Fe 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. 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 City of Santa Fe , 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

SUSANA MARTINEZ
GOVERNOR

JOHN SANCHEZ
LT. GOVERNOR

CELINA BUSSEY
SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
121 Tijeras Ave NE Suite 3000
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4424

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 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
Violet Miera Violet.Miera2@state.nm.us 505-841-4418

New Mexico Department of Workforce Solutions
Public Works
121 Tijeras Ave. NE, Suite 3000, Albuquerque, NM 87102
Phone: (505)-841-4400 fax to: (505) 841-4424 or Email to: public.works@state.nm.us

Wage Decision # SF-15-1242 B

NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON **12/18/15**

***Description and Location of Work*:** CIP#421-Water History Park & Museum Phase II
A building to be renovated to include HVAC, electrical, plumbing, flooring, etc.

City of Santa Fe County of Santa Fe 1209 Canyon Road

REMINDER for Agency Conducting BID Process:
After the Contracting Agency awards this project the Wage Rate Poster, Sub-List and the Project Requirement Document, excluding this NOA must be delivered to the ***GENERAL/PRIME CONTRACTOR.*** The Contracting Agency or its agent must complete this form and submit with the sub-list listing all of the subcontractors including all tiers of subcontractors and fax or email 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 sub-contractors 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 _____

8/29/13

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) 841-4424

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

Wage Decision. # **SF-15-1242 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 ____ 2ne 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 ____ 2ne TIER ____ 3rd TIER ____

CIP#421-Water History Park & Museum Phase II : Wage Decision # SF-15-1242 B

A building to be renovated to include HVAC, electrical, plumbing, flooring, etc.

Type "B" - GENERAL BUILDING *Effective January 1, 2015*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	$0.56	
Boilermaker	18.40	3.78	$0.56	
Bricklayer/Blocklayer/Stonemason	22.85	6.00	$0.56	
Carpenter/Lather	20.86	6.25	$0.56	
Cement Mason	17.72	7.45	$0.56	
Electricians				
Outside Classifications				
Groundman	22.32	8.62	$0.56	
Equipment Operator	25.14	8.62	$0.56	
Lineman/Tech	25.73	8.62	$0.56	
Cable Splicer	26.91	8.62	$0.56	
Inside Classifications				
Wireman/Technician	27.80	8.06	$0.56	**Refer to Note 1**
Cable Splicer	29.53	8.06	$0.56	
Sound Classifications				
Installer	23.39	8.31	$0.56	
Technician	24.94	8.31	$0.56	
Soundman	27.01	8.31	$0.56	
Elevator Constructor	33.61	14.99	$0.56	
Elevator Constructor Helper	15.55	3.56	$0.56	
Glazier	20.15	4.15	$0.56	
Ironworker	25.00	10.00	$0.56	**Refer to Note 2**
Painter (Brush/Roller/Spray)	16.60	3.88	$0.56	
Paper Hanger	19.71	8.42	$0.56	
Drywall Finisher/Taper	19.64	3.91	$0.56	
Plasterer	18.65	7.15	$0.56	
Plumber/Pipefitter	28.30	11.00	$0.56	**Refer to Note 3**
Roofer	15.18	0.50	$0.56	
Sheetmetal Worker	26.56	13.41	$0.56	**Refer to Note 4**
Soft Floor Layer	20.74	4.40	$0.56	
Sprinkler Fitter	24.41	11.27	$0.56	
Tile Setter	14.80	1.20	$0.56	
Tile Setter Helper	13.00	1.02	$0.56	
Laborers				
Group I	15.04	4.25	$0.56	
Group II	15.61	4.25	$0.56	
Group III	15.91	4.25	$0.56	
Group IV	16.01	4.25	$0.56	
Group V	16.21	4.25	$0.56	
Group VI	16.36	4.25	$0.56	
Operators				
Group I	28.03	5.16	$0.56	
Group II	29.07	5.16	$0.56	
Group III	29.15	5.16	$0.56	
Group IV	29.21	5.16	$0.56	
Group V	29.27	5.16	$0.56	
Group VI	29.37	5.16	$0.56	
Group VII	29.47	5.16	$0.56	
Group VIII	30.55	5.16	$0.56	
Truck Drivers				
Group I	20.56	5.34	$0.56	
Group II	20.68	5.34	$0.56	
Group III	20.76	5.34	$0.56	
Group IV	20.88	5.34	$0.56	
Group V	20.93	5.34	$0.56	
Group VI	21.03	5.34	$0.56	
Group VII	21.13	5.34	$0.56	
Group VIII	21.27	5.34	$0.56	
Group IX	21.42	5.34	$0.56	

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.

CITY OF SANTA FE
Water History Park and Museum
1209 Upper Canyon Road
Santa Fe, NM 87501

SPECIFICATIONS - VOLUME 2
FOR WATER HISTORY PARK AND MUSEUM PHASE II –
INTERIOR REHABILITATION
CIP PROJECT #421/3023
STEP 2

NOTE: ADDITIONAL SCOPE AND SPECIFICATIONS ARE NOTED ON THE DRAWINGS AND, WITH THIS VOLUME, ARE PART OF THE CONTRACT DOCUMENTS

PROPOSALS DUE:
NOVEMBER 12, 2015
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD – BUILDING "H"
SANTA FE, NEW MEXICO, 87505

SET # _____

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT

Water History Park and Museum
1209 Upper Canyon Road
Santa Fe, NM 87501

SPECIFICATIONS
FOR WATER HISTORY PARK AND MUSEUM PHASE II – INTERIOR REHABILITATION
CIP PROJECT #421/3023
STEP 2

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 01000

SPECIFICATIONS:

The following Specifications are complementary to the requirements of the Drawings and other Contract Documents and what is required by one shall be binding as if required by all.

CONDITIONS:

All work shall be according to the requirements of the Contract Documents. It is the responsibility of the Contractor and subcontractors to fully inform themselves and to comply with all requirements of the Current Documents and applicable laws. Requirements of the Owner-Contractor Agreement, General and Supplemental Conditions, and the General Requirements apply to all Work of the Project.

SECTION 01010
SUMMARY OF WORK

1.01 CONDITIONS

All work of this Contract shall be according to the provisions of the City of Santa Fe Owner – Contractor Agreement, AIA General Conditions Current Edition, and the General Requirements, and Supplementary Conditions. The Contractor must inform itself fully concerning all of the conditions that affect the conduct and progress of the work, including site and regulatory factors and availability of labor and materials, prior to submittal of proposals and prior to execution of the Agreement.

1.02 SCOPE

A. GENERAL

The work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors, and insulation.

The Contractor shall provide in conformance with the Contract Documents all labor, materials, fees, payments, equipment and transportation required for the construction of all systems for a completely finished and functional Project. It is the intent of the Contract Documents to provide the Owner with completed operations ready for occupancy and use, built from materials of the specified quality, and constructed with the best quality of workmanship available in the area.

B. STANDARDS

The Contractor's Work shall also be performed according to the requirements for materials, assemblies, and performance regulated by locally adopted laws, regulations and codes, and their respective governing authorities. (This includes the International Building Code (IBC), International Existing Building Code (IEBC), Life Safety Code (LSC), International Plumbing Code (IPC), National Electric Code (NEC), regulations of the Environmental Improvement Division, International Mechanical Code NM (IMC), ordinances and laws of the City, County and State within whose jurisdiction the Project lies.) The requirements of these codes shall be the minimum acceptable standards of performance of the Contract.

1.03 OWNER-SUPPLIED AND OWNER-PROVIDED ITEMS

A. OWNER-SUPPLIED

"Owner-Supplied" means that the Owner will deliver to the site items noted in the Contract Documents, as packed by the manufacturer or supplier. Contractor shall assemble and install these units and materials.

1. Materials only supplied by Owner, to be installed by Contractor: NONE

B. OWNER-PROVIDED

"Owner-Provided" means that the Owner will supply and install the items as noted.

1. Materials and labor (completed operations) provided by Owner:
   Normal irrigation and maintenance of park (excluding Project debris removal and damage repairs).

C. SCHEDULE

Contractor shall provide Owner with schedule showing required date of delivery of all Owner-supplied and provided items within fifteen (15) days after written "Notice to Proceed" by Architect. Owner will make every effort to supply materials on time and delays in work due to Owner-supplied items shall extend the Contractor's time limit if timely claim is made according to the General Conditions.

1.04 WARRANTY

The Contractor shall warrant all of the Work to be free of defects for a period of one year commencing with the date established in the Certificate of Substantial Completion. In addition, the Contractor shall require that all subcontractors and material suppliers also warrant their work, equipment, and systems for one year. See the General Conditions for other requirements of warranty and correction of Work.

SECTION 01020
ALLOWANCES

1.01 GENERAL

See General Conditions for requirements relative to use of allowances for purchase and Contractor's responsibility to install as part of Contract. The Contractor shall include as a part of the Guaranteed Maximum Cost or Contract Sum the following amounts as allowances for purchase of Owner-Supplied materials: NONE

SECTION 01040
COORDINATION

1.01 SCOPE

The General Contractor shall coordinate the work of all trades and all subcontractors on the job. It shall be the Contractor's responsibility to see that all aspects of the Work and the interrelationship of all Work be fully understood by all persons performing any part of the Work. No additional cost shall accrue to the Owner as a result of any lack of such coordination or understanding.

1.02 SUPERINTENDENCE AND PURSUIT OF THE WORK

During progress of the Work, the Contractor shall have present at the site a competent superintendent and all necessary assistants when workmen are at work, all satisfactory to the Architect. The superintendent shall not be changed except with the consent of the Owner and Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall be removed from the job if the Owner or Architect finds his work or attitude unsatisfactory, or if he causes delay in the work. The superintendent shall represent the Contractor and all directions given to the superintendent shall be binding as if given to the Contractor. All directions shall be confirmed in writing to the Contractor if requested. The Contractor shall give efficient supervision to the Work, using his best skill and attention. The Contractor shall push the work vigorously without delays and to the satisfaction of the Owner.

1.03 INSPECTION OF PREVIOUS WORK

The Contractor and his subcontractors shall be responsible for the inspection and approval of previous assemblies which affect their work and shall determine if such previous work conforms to the standards of cleanliness, trueness, adequacy, soundness or other conditions required for the proper execution of his work. Should the previous work not conform to the required standards, the Contractor, or his subcontractors, shall notify the Architect and previous trade of such nonconformance and shall take corrective measures to obtain results in accordance with the Contract Documents. If substrate conditions adversely affect subsequent work, both shall be redone to satisfy the requirements of the Contract Documents with no additional expense to the Owner and no such claim for extra cost shall be allowed. Initiation of work in a location shall indicate the Contractor's acceptance of substrates and previous work.

1.01 PERMITS, INSPECTIONS, FEES, LAW AND REGULATIONS

Building permits, inspections and approvals necessary for the Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. Submit approved building inspection tags or reports, including final inspections, with the Application for Final Payment. The Contractor is responsible for compliance with requirements of building and safety codes as they relate to the system assemblies required by the Contract Documents.

1.02 JOB SAFETY

A. GENERAL

The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall maintain at a well known place at the job site all articles necessary for giving first-aid to the injured, and make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

B. STANDARDS

The Contractor shall comply with all industry and regulatory safety standards and provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act and the requirements of Title 29 of the Code of Federal Regulations as published in the Federal Register.

1.03 FIRE PREVENTION

The Contractor shall maintain fire protection. Lighting of open fires on the premises in or near the building shall be prohibited.

1.01 GENERAL

Abbreviations and symbols used in the Contract Documents shall have the meanings defined therein. In the absence thereof, the meanings shall be those of published industry standards. If any meaning is unclear to the Contractor, he shall request interpretation from the Architect according to provisions of the General Conditions prior to proceeding with the relative work.

1.02 DEFINITIONS

"Approved" means approved for general compliance with Contract Documents in advance of initiation in writing by the Architect. No responsibility is assumed for correctness of dimensions or details.

"Supply" means delivered at site.

"Install" means put in place in finished, operational condition.

"Provide" means supply and install.

@	At
<	Angle
AB	Anchor Bolt
ACT	Actual
ALT	Alternate
ARCH	Architect
ASY	Assembly
BD	Board
BLDG	Building
BLK	Block
BR	Brick
BRG	Bearing
BUBR	Built-up Bituminous Roofing
CA	Combustion Air
CAB	Cabinet
CB	Cement Tile Backer Board
CEM	Cement
CI	Cast Iron
CIP	Cast in Place
CJ	Construction Joint
C	Center Line
CMU	Concrete Masonry Unit
CO	Clean Out
CONC	Concrete
CONT	Continuous
CONTR	Contractor
CT	Ceramic Tile
DHW	Domestic Hot Water
DISP	Disposal
D	Dryer
DP	Damp Proof
DTL	Detail
DW	Dish Washer
EIF	Exterior Insulation/Finish Sys
ELEV	Elevation
EXG	Existing
EXH	Exhaust
EJ	Expansion Joint
EXT	Exterior
FE	Fire Extinguisher
FIN	Finish
FLR	Floor
FO	Face Of
FOM	Face of Masonry
FOS	Face of Studs
FP	Flat Acrylic Wall Paint
FPPH	Freeze Proof Post Hydrant
FPWH	Freeze Proof Wall Hydrant
FRZ	Freezer
FS	Floor Sealer
FTG	Footing
GA	Gauge
GALV	Galvanized
GB	Gypsum Board
GFIC	Ground Fault Interruptor Circuit
GP	Gypsum Plaster
GYP	Gypsum
H	Hardener
IAW	In Accordance With
ID	Inside Dimension / Inside Dia.
ILE	Interior Latex Satin Enamel
IOE	Interior Alkyd Oil Semi-Gloss Enamel
INS	Insulation
INV	Invert

LONG	Longitudinal
LVL	Level
MAS	Masonry
MAX	Maximum
MFR	Manufacturer
MIN	Minimum
MO	Masonry Opening
MP	Masonry Paint
MTL	Metal
NF	No Finish
NIC	Not In Contract
NLT	Not Less Than
NMT	Not More Than
NOM	Nominal
NTS	Not to Scale
OC	On Centers
OD	Outside Dimension / Outside Diameter
PAC	Plastic Asphalt Cement
PEN	Penetration
PERP	Perpendicular
PLAS	Plaster
PLBG	Plumbing
P	Property LIne
PLL	Parallel To
PLT	Plate
PLWD	Plywood
PREFAB	Prefabricated
RA	Return Air
RD	Roof Drain
REF	Refrigerator
REINF	Reinforced, Reinforcing
REQ	Requirement
REQ'D	Required
RM	Room
RNG	Range
RO	Rough Opening
S	Seal
SA	Supply Air
SHT	Sheet
SIM	Similar
SPECS	Specifications, including manufacturer's instr's & applicable code requirements
SQ	Square
S STL	Stainless Steel
ST	Stain
STL	Steel
S/S	Stain and Seal
STUCCO	Ext. Portland Cement Lath and Plaster System I.A.W. Spec's.
SVF	Sheet Vinyl Flooring
TC	Trash Compactor
THRT	Throughout
THRU	Through
TLT	Toilet
TO	Top Of
TOC	Top of Curb
TOF	Top of Footing
TOP	Top of Plate
TOS	Top of Slab
TP	Tapered Perlite Insulation Board
TRANS	Transverse
T/T	Tape and Texture
TYP	Typical
VCB	Vinyl Coved Base
VCT	Vinyl Composition Tile
VTR	Vent Through Roof
VTSB	Vinyl top set base-coved
W	Washing Machine
W/	With
WC	Water Closet
WD	Wood
WH	Water Heater
W/O	Without
WP	Water Proof
WRGB	Water Resistant Gypsum Board
XEP	Exterior Latex Semi Gloss
XFE	Exterior Floor Enamel
XST	Exterior Full Bodied Oil Stain

1.01 PRE-CONSTRUCTION MEETINGS

Prior to the initiation of any Work of the Contractor, his subcontractors, or major material men for aspects of the Project described by Divisions or Sections of the Specifications, the Contractor shall schedule a pre-construction meeting with the Owner, Architect, respective consultants of the Architect, Contractor, and respective trade lead persons for review of the job conditions and requirements. The representatives attending shall be qualified and authorized to act on behalf of the entity each represents and shall serve as project representatives for the entire project.

1.02 PROGRESS MEETINGS

The Contractor shall schedule progress meetings as the progress of the Work dictates but no less than once each month. Meetings shall be attended by the Owner, Architect, Architect's consultants and trade lead persons for trades active on the job. Agenda shall include progress review, field observations, problems, decisions and corrective measures for quality control, and adherence to budget and schedule. The representatives attending shall be qualified and authorized to act on behalf of the entity each represents. Contractor shall prepare agenda for each meeting and shall prepare minutes and submit for comment to all attendees.

1.03 REQUIRED OBSERVATIONS AT SITE WITH ARCHITECT PRIOR TO PROCEEDING

The Contractor shall notify the Architect in sufficient time (minimum notice = 36 hours) that the Architect may observe the work upon completion of the following operations and prior to proceeding with subsequent work:

A. STAKE OUT / INTERIOR LAYOUT FOR THIS PROJECT

Contractor's field verification of grade elevations, building lines, stake out and dimensions.

B. FRAMING / INTERIOR LAYOUT FOR THIS PROJECT

Structure, framing and blocking back-up in place and complete, prior to application of closures or finishes. Contractor verify mechanical and electrical rough-in dimensions and notify Architect of necessary adjustments.

C. MECHANICAL ROUGH-IN AND LAYOUT

- Prior to rough-in, air openings / base board/ valve and junctions locations shall be marked on structure.
- Mechanical system rough-in with ducts in place, prior to concrete cover pour or insulation.

D. ELECTRICAL ROUGH-IN

- Prior to rough-in, all proposed device box locations shall be non-permanently marked on structure.
- Electrical rough-in complete with distribution and metering system set.

I. DRYWALL / WALL PANELS

All panels and accessories in place, ready for finish.

J. CONFERENCES

The Contractor shall schedule conferences with the Architect and mechanic foreman for the following work prior to initiation of the respective operations:

1. Confer with Architect at start of project layout.
2. Building envelope insulation and vapor barrier.
3. NHL plaster and brick repair.
4. Floorings and their finishes.
5. Drywall and wall finishes.
6. Finish ceilings.

K. FINISHES – SAMPLES REQUIRED

1. After primer or first coats and again prior to final coats of applied finishes.
2. Sample floor board with finish.
3. Sample ceiling board with finish.

L. PROJECT COMPLETION

At the time of project completion.

1.01 CERTIFICATES OF INSURANCE

Prior to commencement of the Work, the Contractor shall file certificates of insurance with the Architect and Owner, indication Owner and Architect as certificate holders.

1.02 ANTICIPATED CONSTRUCTION SCHEDULE

A. GENERAL

Within fifteen (15) calendar days from the date of the written Notice to Proceed, the Contractor shall prepare and present to the Architect an anticipated construction schedule. This schedule shall be on 8 1/2" x 11" (minimum) sheet of paper in graph form, with the months shown horizontally and the percentage of completion shown vertically relative to sections of Work indexed to the numbered sections of these Specifications.

B. MONTHLY REVISIONS

The Contractor shall submit monthly revisions which indicate progress of each activity to date of submission, show changes occurring since previous submissions of schedule, and provide a narrative report to define (1) problem areas, and (2) corrective action recommended and its effect.

1.03 ANTICIPATED PROGRESS PAYMENTS

Within fifteen (15) calendar days from the date of the written Notice to Proceed, the Contractor shall prepare and present to the Architect an anticipated monthly progress payments schedule. The importance of the accuracy of this schedule cannot be over-emphasized, since it may form the basis of the investment of construction funds by the Owner. Actual Application for Payment should not deviate from this schedule by more than a minor amount.

1.04 SCHEDULE OF VALUES

The Contractor shall submit to the Architect a Schedule of Values allocated to the various portions of the Work, at least twenty (20) days prior to submitting first Application for Payment. Upon request of the Architect, the Contractor shall support the values with data which will substantiate their correctness. The Schedule of Values, unless objected to by the Architect or Owner, shall be used only as the basis for the Contractor's Applications for Payments and Construction Schedule. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction. Follow industry standard CSI Specification Section numbers as the format for listing component items. Identify each line item with the number and title of the respective major section of the Specifications. For each major line item, list sub-values of major products or operations under the item. The sum of all values listed in the schedule shall equal the total Contract Sum, though tax and Contractor's fee may be scheduled individually.

1.05 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

All submittals shall be made in accordance with the following unless otherwise specified in the Contract Documents:

A. GENERAL

The Contractor shall review and certify in writing conformance with the Contract Documents and promptly submit, as to cause no delay in the Work, submittals required by the Contract Documents, or subsequently by the Architect's instruction, in at least three (3) copies or as required elsewhere, of which one will be returned to Contractor. If Contractor requires more than one returned, increase the number of copies submitted as necessary.

B. IDENTIFICATION

Submittals shall be properly identified. At the time of submission, The Contractor shall inform the Architect in writing of any deviation in the shop drawings or samples from requirements of the Contract Documents.

1. Clearly mark each copy to identify pertinent products or models including manufacturer number and specification reference.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required including field dimensions.
4. Show wiring or piping diagrams and controls.
5. Delete information on manufacturer's standard schematic drawings and diagrams that is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.
6. Note on the cover sheet, the contractors review for compliance with requirements of contract documents, state that dimensions and details have been coordinated, and state that the submittal is **as specified.** (If substitution is proposed – see "H. SUBSTITUTIONS" for additional requirements.) Leave a 6" x 3.5" clear space for reviewers action comments.

C. SUBMITTALS REQUIRED FOR THE FOLLOWING:

1. NHL products and brick repair details.
2. ~~Concrete finishing.~~
3. ~~Structural Steel framing.~~
4. Wood ceiling boards and wainscot repair boards.
5. ~~Dampproofing.~~
6. ~~Waterproofing.~~
7. Insulation.
8. ~~Roofing and flashings.~~
9. Doors.
10. Windows, rehabilitation plan details.
11. Hardware.
12. ~~Gypsum wallboard assemblies and accessories.~~
13. Floor materials and finishes.

14. Painting and stains.
~~15. Toilet and Bath accessories.~~
16. Heating system and controls.
~~17. Plumbing system and fixtures.~~
18. Electrical system and fixtures.
19. Lighting fixtures that are contractor furnished
~~20. Communications systems, if specified.~~

D. SAMPLES - for review with submittals

Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product with integrally related parts and attachment devices and the full range of colors, texture and pattern.

Samples will be required for the following items:

NHL plaster

Wood decking and wainscot

Wood flooring and finish

Paint and stain

E. FIELD MEASUREMENTS AND COORDINATION

By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements and criteria, materials, manufacturer's numbers and requirements, and that he has provided for and coordinated each shop drawing system and sample with the requirements of the Work and Contract Documents. Connections shall be detailed on shop drawings.

F. ARCHITECT REVIEW

1. The Architect will review shop drawings and samples for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.

2. The Architect's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such specific deviation at the time of submission and the Architect has given written approval of the specific deviation. The Architect's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings and samples.

3. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the Architect has approved the submission. All such portions of the Work shall be in accordance with approved shop drawings and samples.

G. RESUBMITTAL

The Contractor shall make corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.

H. SUBSTITUTIONS

If specified products are not available, or if there are cost savings proposed to the Owner without decrease in performance, or if a proposed substitution offers increased long-term performance quality, the Contractor may submit a substitution submittal. Call out in **bold type** on the transmittal that the submittal includes substitutions and summarize the differences. Provide data sheets for specified product and for substitute proposed, bringing attention to the differences in performance details, costs and consequences. Note differences of technical data, dimensions, performance, maintenance, etc. on both the specified product and the proposed substitute product. The reviewer shall not be required to research both products or perform evaluations – the submittal shall contain the evaluation.

1.06 PROJECT RECORD CONTRACT DOCUMENTS

The Contractor shall maintain at the site and shall deliver to the Architect upon completion of the Project and before final payment one clean set of project record Contract Documents. This copy shall be accurately and clearly marked with red pencil showing all changes to the Contract Documents which are incorporated in the Work. Show sizes and elevations of underground lines that vary from those shown on the Contract Documents.

SECTION 01410
TESTING LABORATORY SERVICES

1.01 Owner will pay for the services of an independent testing laboratory approved by the Architect and Owner to perform specified testing. The Contractor shall cooperate with the laboratory to facilitate the execution of its required services. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract. The laboratory is not authorized to relieve, revoke, alter or enlarge on requirements of Contract Documents; to approve or accept any portion of the Work; or to perform any duties of the Contractor.

SECTION 01430
FIELD DIMENSIONS

1.01 GENERAL

Where shop or factory made components such as windows, doors, equipment, etc., must be built into existing openings, or installed in existing spaces at close tolerances, Contractor shall field dimension all such openings and spaces to verify adequacy of clearances. It is recommended that at least two craftsmen, acting independently, obtain the field dimensions and then compare. Any inadequacy of existing openings or spaces to receive components shall be reported to the Architect in writing, so that a timely remedy may be devised.

1.02 ERRORS

The Owner shall not provide additional funds to remedy errors caused by lack of careful field dimensioning and coordination by the Contractor.

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY SERVICES

1.01 GENERAL

The Contractor shall provide construction facilities and temporary control as required to accomplish the Work in a safe and orderly manner. Except as specified herein, use materials and products of Contractor's option suitable for accomplishment of intended purpose.

1.02 SANITATION

The Contractor shall provide approved chemical toilets throughout the period of construction except as noted herein. The Contractor shall keep the toilets properly serviced to prevent undue stench and to assure cleanliness. The Contractor shall keep the site free of debris, provide containers for waste and dispose of such waste properly.

1.03 HEAT

The Contractor shall provide temporary heat as required to properly protect the Work and enhance workmanship. Caution shall be used not to place temporary space heaters where they may cause overly rapid drying or other harm to adjacent materials. As soon as possible, the Contractor shall initiate use of the building heating system with construction filters to be replaced prior to final inspection.

1.04 WATER

The Contractor will provide and pay for water for use by the Contractor.

1.05 POWER

The Contractor shall furnish adequate capacity to properly light the Work and operate power equipment at all times. The Owner will pay for temporary construction electricity.

Where the building distribution system is utilized, the Contractor shall correct or replace any damaged work.

1.06 COMMUNICATIONS

The Contractor shall provide temporary communication equipment to the job site, either by phone or radio.

1.07 DRAINAGE

The Contractor shall keep water accumulations out of excavations. Pumping facilities shall be maintained to keep the site, excavations and structures free of accumulations of water at all times, whether from underground seepage, rainfall, drainage or broken lines.

SECTION 01533
BARRICADES AND CONTROLS

1.01 The Contractor shall erect and maintain as a job expense the required fences, barricades, temporary enclosures, shoring, lighting, power, and other protective structures or devices necessary for the safety of workmen, equipment, the public, the Owner's property and the Work in place. These structures and devices shall conform to all requirements of state and federal laws and regulations.

SECTION 01569
TEMPORARY WEATHER PROTECTION

1.01 GENERAL

The Contractor shall protect the Work in progress, the interior of the building, and the Owner's property therein from damage due to rainwater.

1.02 PROTECTION

The Contractor shall provide the protection by the following means:

A. Performing the Work in sections sufficiently small that open areas may be covered when rain is imminent.

B. Use of adequate tarpaulins and dry sheets.

C. No area under preparation or repair shall be subject to leakage at the end of the working day. Temporary protection shall be provided for all such areas.

D. Other effective means.

1.03 DAMAGE TO WORK

Contractor shall be responsible for damage to the Work, the interior of the building, and the Owner's property therein due to rainwater.

1.01 MATERIAL QUALITY AND QUANTITIES

Unless otherwise specified, all materials incorporated into the Project shall be new, undamaged, and shall be assembled in a workmanlike manner to produce systems which perform according to the requirements of the Contract Documents for the intended Project. The Contractor shall, if required by the Owner, furnish satisfactory evidence as to the kind and quality of materials.

1.02 EQUIPMENT SUBMITTALS AND PROPOSED SUBSTITUTIONS

A. GENERAL

The intention of the Contract Documents in using brand names of materials or items of equipment is to indicate the standard of type, quality and operation desired and is not intended to preclude competitive bidding. However, the Architect shall not be held to accept any substitutions which the Contractor may assume to be suitable in his bid, and the Architect shall be considered the sole judge of the quality of any proposed substitution. No oral requests concerning substitution shall be considered.

B. PROCEDURE

The Contractor, subcontractors and material suppliers shall proceed as follows:

1. Within thirty (30) days from the execution of the Agreement, the Contractor shall deliver to the Architect submittals for all equipment including all items which are being proposed as substitutions to those specified. Certified quotations from both suppliers of specified and proposed items shall be given to the Architect if requested. Submittals shall include manufacturer's catalog literature, technical drawings and samples of specified and substituted items and additional data or tests requested. Submit four (4) copies of the manufacturer's catalog data, six (6) copies for mechanical and electrical items and two (2) samples where applicable.

2. Inability of a product to match the color, texture, or other individual characteristics of a project specified shall be considered as a valid reason for not accepting the substitution.

3. It shall be the responsibility of the Contractor to provide and pay for all modifications necessary to achieve performance acceptable to the Architect which may be brought about by substitutions of materials and equipment after the written "Notice to Proceed" has been issued. No additional costs shall be claimed regardless of any approvals made of such equipment or material.

4. In case of a difference in price, the Owner shall receive all benefit of difference in cost involved in any substitution. The Contract shall be altered by a change order to the Owner with any savings so obtained, including Contractor's percentage of overhead, engineering and fee.

SECTION 01660
TESTING, ADJUSTING AND BALANCING OF SYSTEMS

1.01 The Contractor shall provide the services of qualified personnel, approved by the Architect and licensed by the state if required, to test, adjust and balance mechanical, electrical, conveying, fire protection and extinguishing systems to standards of performance required by the Contract Documents and by codes and regulations. A certified report shall be submitted to the Architect stating the final performance characteristics and compliance with requirements. The Mechanical Contractor may accomplish balancing of the mechanical system if the Architect approves his qualifications.

SECTION 01700
CONTRACT CLOSE-OUT

1.01 SUBSTANTIAL COMPLETION

A. Substantial Completion shall follow procedures of the Contract Documents. Special inspections by the Architect, requested by the Contractor to determine the Date of Substantial Completion shall not be made until there is sufficient evidence to indicate that Substantial Completion has in fact been attained.

B. Prior to certification of reduction in retainage at the time of substantial completion, Contractor shall submit completed, dated and notarized Affidavit of Payment of Debts and Claims, AIA Document G706.

1.02 FINAL INSPECTION

A. PROCEDURE

The Contractor shall submit a written statement that:

1. Contract Documents have been reviewed;

2. Project has been inspected for compliance with Contract Documents;

3. Work has been completed in accordance with Contract Documents;

4. Equipment and systems have been tested in the presence of Owner's representative and are operational; and,

5. Project is completed and ready for final inspection. Architect, together with Owner's representative, will make final inspection within five (5) days after receipt of certification.

B. PROJECT CLOSE-OUT SUBMITTALS

Should Architect consider that Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project close-out submittals.

C, REINSPECTION

Should Architect consider that Work is not finally complete, he shall notify Contractor, in writing, stating reasons. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Architect certifying that Work is complete. Architect shall re-inspect Work.

1.03 FINAL SUBMITTALS

Upon issuance of the Certificate of Substantial Completion, but before final payment, the Contractor shall submit to the Owner the following, together with other submittals required by the Contract Documents:

A. PERFORMANCE DOCUMENTS (three copies each)

1. All guarantees, certificates of inspection, and bonds.

2. Complete, signed, notarized and dated releases of lien from all subcontractors, material suppliers and the General Contractor, Contractor's Affidavit of Release of Liens (AIA Document G706A), and Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706).

3. Other performance documents required by the Contract Documents.

B. TEST AND BALANCE REPORTS

Mechanical system test and balance reports (three (3) copies of each). See other requirements in DIVISION 15.

C. KEYS

All keys tagged and identified.

D. MAINTENANCE MANUALS

Before final payment will be issued, the Contractor shall deliver four (4) complete manuals to the Architect. The manuals shall be "Acco" bound and each include one copy of the following:

1. Operating instruction for all Mechanical and Electrical equipment.

2. All suppliers' and subcontractors' names, addresses and phone numbers with a list of the work or equipment each furnished.

3. Trade name, pattern, etc., for all ceramic tile, vitreous wall surfacing, paint and all other items connected with finishes (i.e. color, textures, etc.).

4. Complete index of all items at the front of each Manual.

E. PROJECT RECORD CONTRACT DOCUMENTS.

F. SPARE PARTS, IF REQUIRED BY CONTRACT DOCUMENTS.

G. APPLICATION FOR FINAL PAYMENT.

1.04 INSTRUCTIONS

Prior to Application for Final Payment, the Contractor shall instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment. The Contractor shall assist the Owner's personnel during a one year post-occupancy period.

1.05 POST-CONSTRUCTION INSPECTION

Prior to expiration of one year from Date of Substantial Completion, the Contractor shall make visual inspection of the Project in company of the Owner and the Architect to determine whether correction of Work is required. Architect will notify Contractor, in writing, of any observed deficiencies. Contractor shall correct such deficiencies at once as a part of the total contract.

SECTION 01710
CLEANING

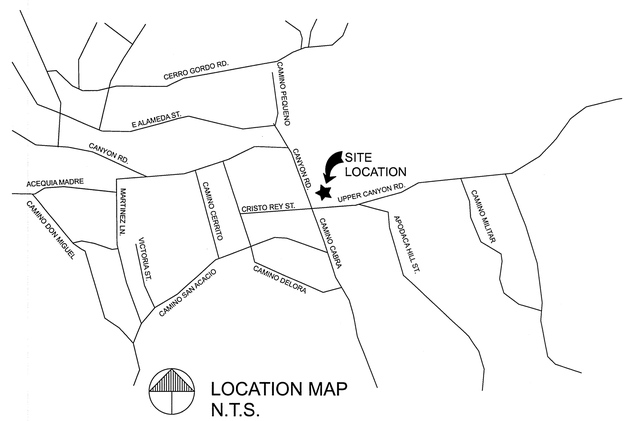
1.01 The Contractor shall employ experienced workmen, or professional cleaners for final cleaning. In preparation for Substantial Completion or occupancy, remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces. Broom clean paved surfaces; rake clean other surfaces of grounds. Replace air conditioning filters if units are operated during construction. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction. Owner shall assume responsibility for cleaning as of time designated on Certificate of Substantial Completion or upon issue of TCO, whichever is sooner, for Owner's acceptance of Project or portion thereof.

CITY OF SANTA FE
WATER HISTORY PARK & MUSEUM
SANTA FE, NEW MEXICO
PHASE TWO
WATER HISTORY MUSEUM INTERIOR REHABILITATION

CIP PROJECT NUMBER : 3023
CONSTRUCTION DRAWINGS
AUGUST 28, 2015

GENERAL NOTES

1. ALL REFERENCES TO THE BUILDING CODE OR BUILDING DEPARTMENT SHALL BE CONSTRUED TO MEAN THE RULES AND REGULATIONS ADOPTED BY THE CITY OF SANTA FE AND THE STATE OF NEW MEXICO. CODE REVIEWS AND INSPECTIONS SHALL BE OBTAINED FROM NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION.
2. WORK FOR THIS PROJECT SHALL BE CARRIED OUT IN ACCORDANCE WITH STATE AND LOCAL CODES AND REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION. IN ALL CASES THE MOST RESTRICTIVE REQUIREMENTS SHALL APPLY. CURRENT CODES TO BE IMPLEMENTED ARE 2009 IECC WITH NMAC AMENDMENTS, 2009 IBC WITH NMAC AMENDMENTS, 2009 IEBC WITH NMAC AMENDMENTS, AND 2003 ICC/ANSI A117.1-2003.
3. THE CONTRACTOR SHALL VISIT THE PROJECT SITE TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND TO VERIFY ALL ELEVATIONS, DIMENSIONS AND CONDITIONS OF EXISTING BUILDING(S) AND SITE. DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT IN WRITING FOR CORRECTION PRIOR TO BIDDING.
4. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, REPORTS AND RELATED INSTRUCTIONS. WHERE CONFLICTS/ INCONSISTENCIES BETWEEN THE CONTRACT DRAWINGS, SPECIFICATIONS, FIELD CONDITIONS AND/OR THE BUILDING CODE ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING, PRIOR TO INITIATING WORK.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE THE WORKSITE TO RENDER IT ADEQUATELY PROTECTED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES RESULTING FROM FAILURE TO PROVIDE ADEQUATE PROTECTION.
6. THE CONTRACTOR SHALL PERFORM HIS WORK SO THAT THERE IS A MINIMUM OF DISRUPTION CAUSED TO THOSE PORTIONS OF THE BUILDING(S) AND SITE WHERE THERE IS NO WORK TAKING PLACE. RESEED/REPAIR ALL DAMAGE.
7. ALL CONSTRUCTION REFUSE AND DEBRIS SHALL BE REMOVED FROM THE JOB SITE NOT LESS THAN ONCE A WEEK AND SHALL BE LEGALLY DISPOSED OF OFF THE PROPERTY.
8. DIMENSIONS HAVE PREFERENCE OVER SCALE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL CONDITIONS, MEASUREMENTS AND DIMENSIONS FOR BIDDING AND COORDINATION OF CONSTRUCTION.
9. ALL WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE BEST ACCEPTED TRADE PRACTICES AND PER MANUFACTURER'S RECOMMENDATIONS. COPIES OF MANUFACTURER'S RECOMMENDATIONS SHALL BE ON SITE WHILE RELATED WORK IS IN PROGRESS.
10. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL THE SUBCONTRACTORS. THE WORK SHALL BE IN SUCH A MANNER THAT ANY SUBCONTRACTOR SHALL NOT DELAY OR INTERFERE WITH THE WORK OF OTHER SUBCONTRACTORS.
11. ALL BUILDING EXITS NOT IN THE AREA OF THE WORK SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES.
12. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DELIVERY/STORAGE OF MATERIALS AND EQUIPMENT TO THE PROJECT SITE.
13. AFTER WORK IS LAID OUT, IT MUST BE REVIEWED WITH THE ARCHITECT PRIOR TO CONSTRUCTION - SEE SPECIFIC TASKS IN DIVISION 01.
14. BLOCKING IS REQUIRED FOR ALL WALL AND CEILING MOUNTED SPECIALITIES AND EQUIPMENT.
15. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THERE ARE NO BREACHES IN VAPOR BARRIERS, INCLUDING FIELD-APPLIED INSULATION SYSTEM.
16. ADA COMPLIANCE: THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK AND CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWING, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND MAY REQUIRE THE CONTRACTOR TO REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT THE CONTRACTORS EXPENSE THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.



LOCATION MAP
N.T.S.

SYMBOL LEGEND

- DOOR SYMBOL
- NEW CONSTRUCTION
- WINDOW SYMBOL

CONSULTANTS

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PROJECT STRUCTURAL ENGINEER:
DRUC ENGINEERING, LLC.
430 APODACA HILL
SANTA FE, NEW MEXICO 87501
VOICE: (505)-983-4992

PROJECT HVAC/MECHANICAL CONSULTANT:
NICK ARANDA, PE
SANTA FE, NEW MEXICO
VOICE: (505)-453-5988

PROJECT ELECTRICAL CONSULTANT:
RICK MOSS, PE
SANTA FE, NEW MEXICO/DENVER, COLORADO
VOICE: (303)-921-5061

INDEX TO DRAWINGS

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A-102	EXISTING & PROPOSED BUILDING FLOOR PLANS/NEW WOOD FINISH FLOOR SCOPE
A-103	EXISTING & PROPOSED ATTIC FLOOR PLANS
A-104	EXISTING & PROPOSED ATTIC FRAMING PLANS
A-201	EXISTING & PROPOSED EXTERIOR ELEVATIONS - NORTH & EAST
A-202	EXISTING & PROPOSED EXTERIOR ELEVATIONS - SOUTH & WEST
A-301	EXISTING & PROPOSED BUILDING SECTIONS - NORTH & EAST
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CITY OF SANTA FE APPROVALS:

ISAAC J. PINO, P.E., PUBLIC WORKS DEPARTMENT DIRECTOR	5-29-15
DAVID J. PFEIFER, FACILITIES DIVISION DIRECTOR	5-29-15
DAVID CHAPMAN, A.D.A. COORDINATOR	5/26/15
RICHARD THOMPSON, PARKS DIVISION DIRECTOR	5/26/15
DAVID RASCH, SUPERVISING PLANNER HISTORIC PRESERVATION DIVISION	LR R-DR 5/29/15

BID ALTERNATES:

ADDITIVE ALTERNATE NO. 1 - DELETE ROOF COATING
ADDITIVE ALTERNATE NO. 2 - DELETE PAINTING EXTERIOR WALLS

NOTE: OWNER MAY APPLY ANY NUMBER AND SEQUENCE OF ALTERNATES

COVER SHEET

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STEP 2 CONTRACTOR PRICE PROPOSAL AND CODE REVIEW AND CONSTRUCTION

CONSTRUCTION DRAWINGS

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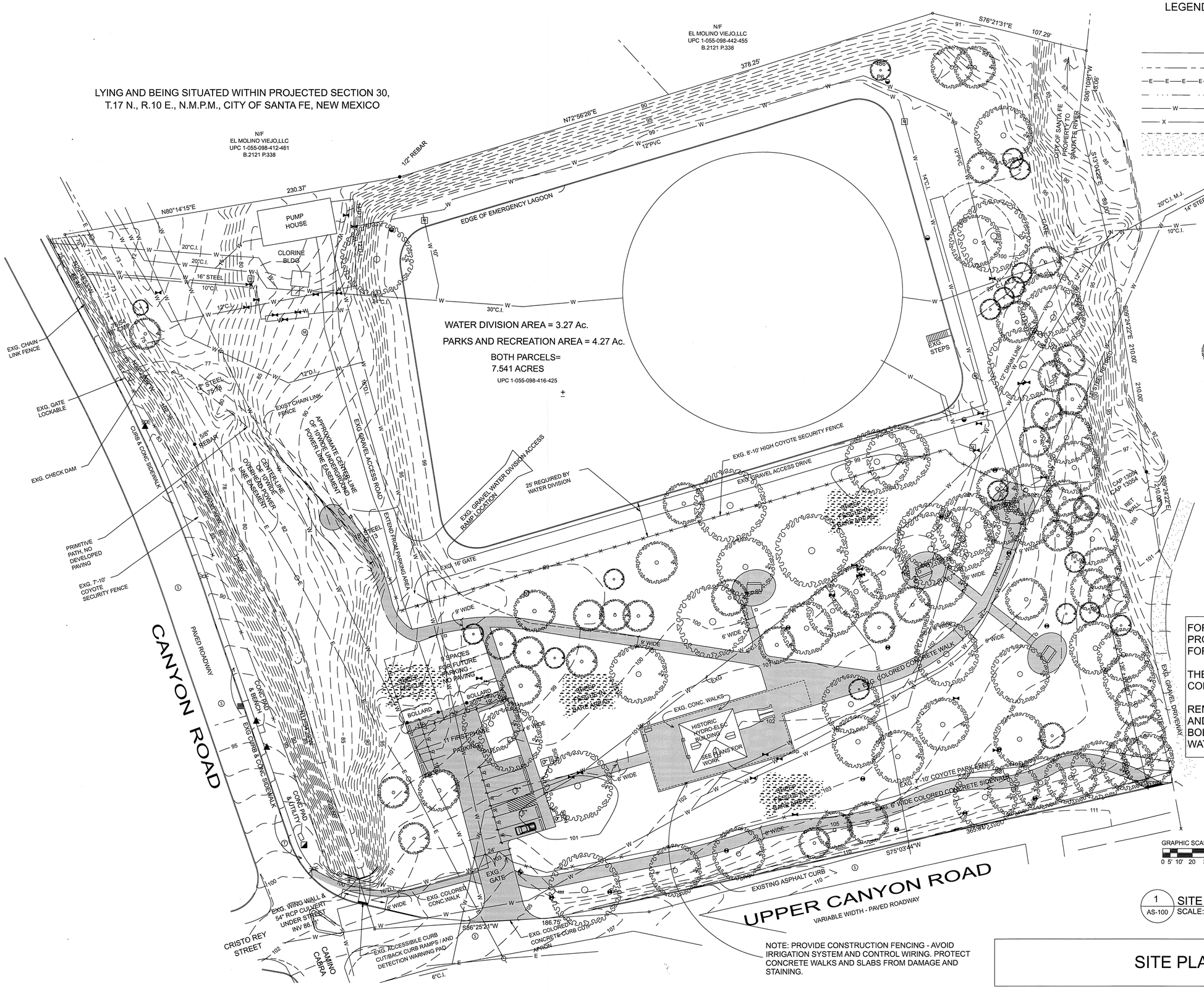
CS-001

JOB NO. 0606
WATER HISTORY MUSEUM

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 30,
T.17 N., R.10 E., N.M.P.M., CITY OF SANTA FE, NEW MEXICO



LEGEND - SYMBOLS FROM SURVEYOR:

- FOUND MONUMENT AS NOTED
- CALCULATED POINT
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- EASEMENT
- FLOW LINE
- RECORD UNDERGROUND WATER LINE
- FENCE
- DRIVEABLE SURFACE
- SPRINKLER HEAD
- SWITCH PEDESTAL
- 8 DIA CONC MANHOLE
- WATER SPIGOT
- WATER VALVE
- WATER METER
- SANITARY SEWER MANHOLE
- TELEPHONE MANHOLE
- UTILITY POLE
- SIGN
- TEL COMM
- DROP INLET
- LIGHT POLE
- TREE

FOR INTERIOR REHABILITATION PROJECT, THIS SITE PLAN IS PROVIDED FOR GENERAL REFERENCE.

THERE IS NO NEW SITE CONSTRUCTION WORK.

REMOVE 3 EXISTING BOLLARDS, FILL AND COMPACT HOLES, PLACE BOLLARDS AT CITY'S LOCATION WITHIN WATER DEPARTMENT FENCE.

NOTE: PROVIDE CONSTRUCTION FENCING - AVOID IRRIGATION SYSTEM AND CONTROL WIRING. PROTECT CONCRETE WALKS AND SLABS FROM DAMAGE AND STAINING.

1 AS-100 SITE PLAN
SCALE: 1"=30'-0"

SITE PLAN

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STATE OF NEW MEXICO
VICTOR W. JOHNSON
730
REGISTERED ARCHITECT

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AS-100

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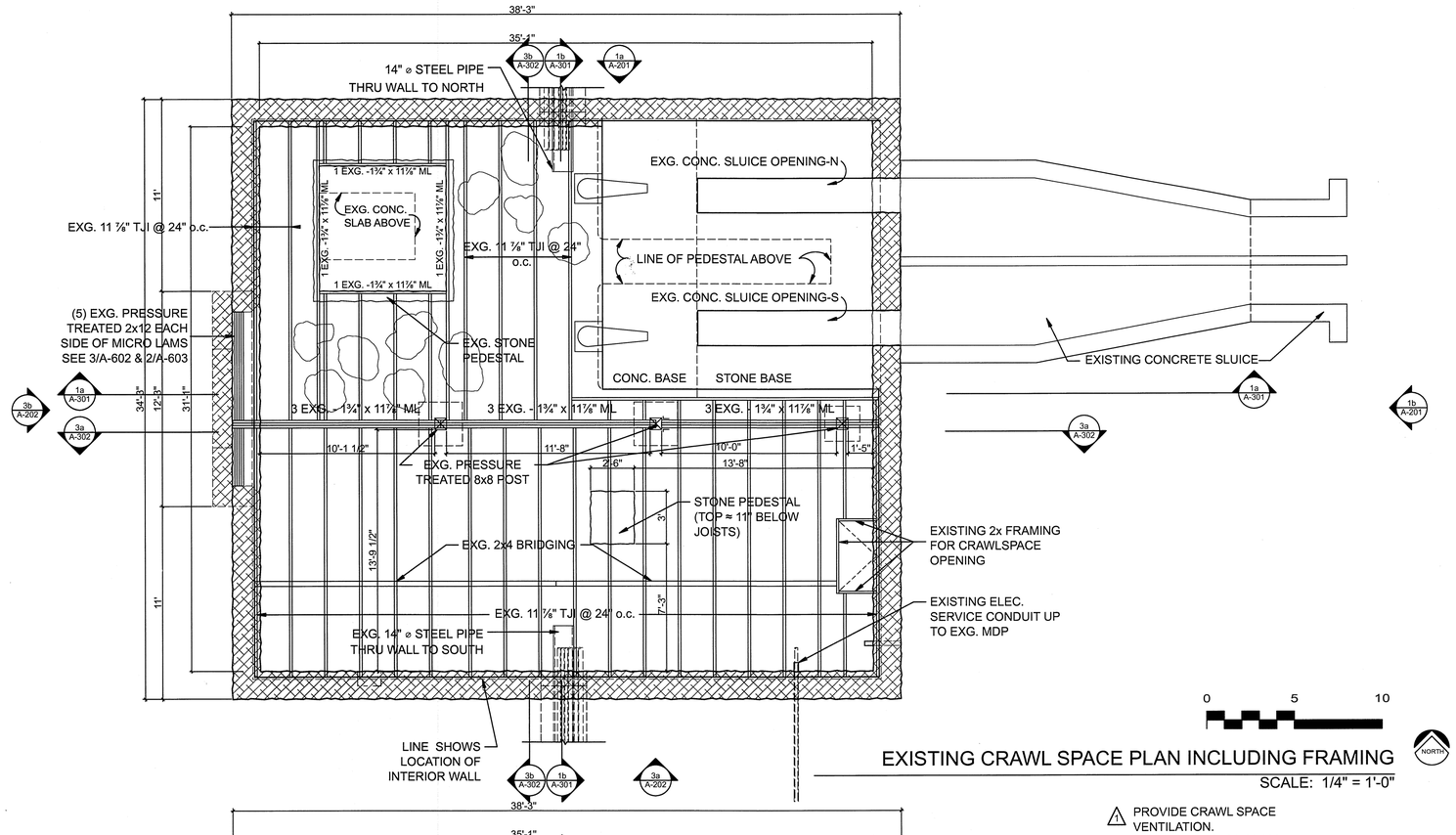
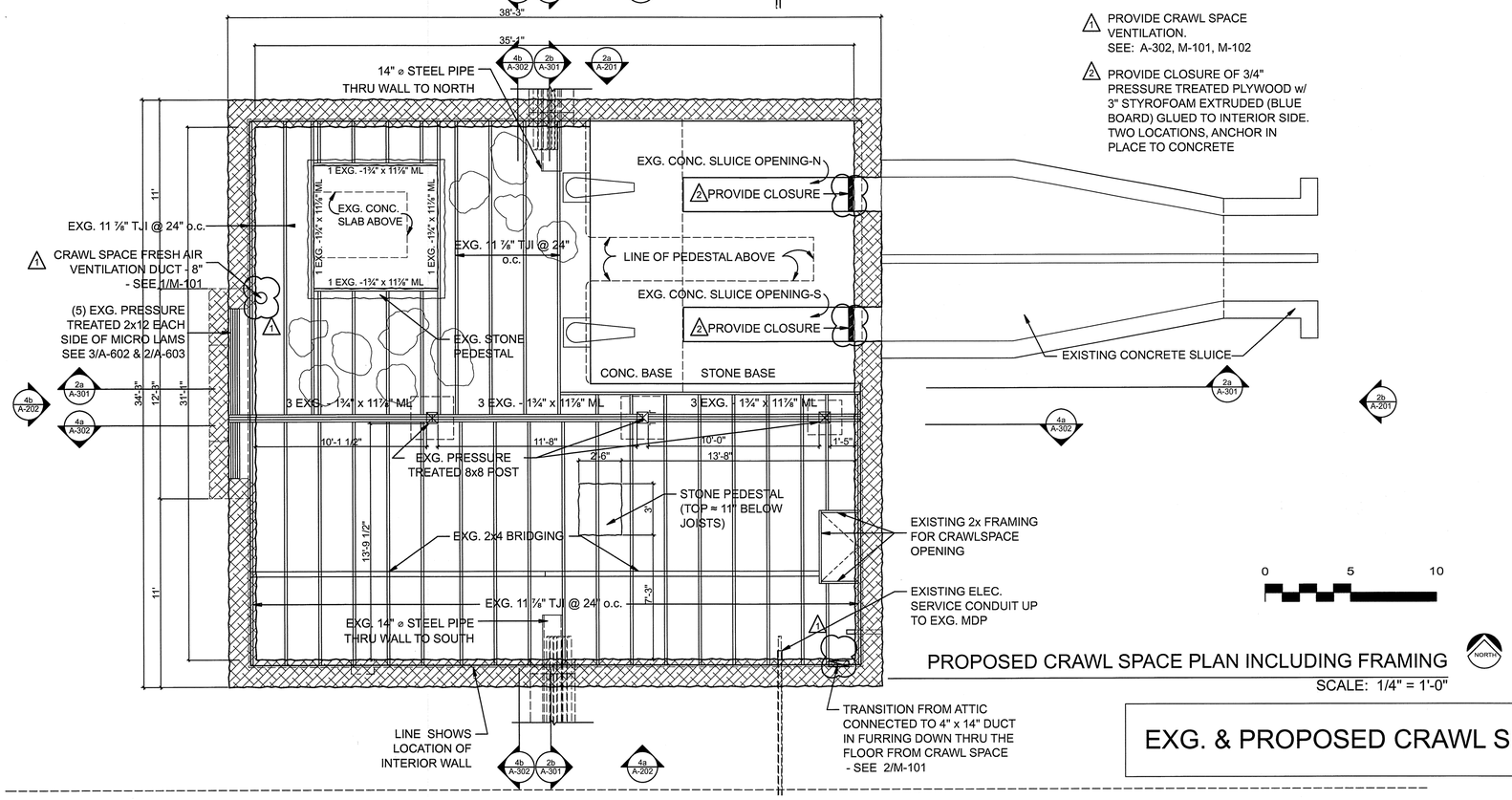


EXISTING CRAWL SPACE PLAN INCLUDING FRAMING

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



1 PROVIDE CRAWL SPACE VENTILATION. SEE: A-302, M-101, M-102

2 PROVIDE CLOSURE OF 3/4" PRESSURE TREATED PLYWOOD w/ 3" STYROFOAM EXTRUDED (BLUE BOARD) GLUED TO INTERIOR SIDE. TWO LOCATIONS, ANCHOR IN PLACE TO CONCRETE

PROPOSED CRAWL SPACE PLAN INCLUDING FRAMING

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

EXG. & PROPOSED CRAWL SPACE PLANS

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A-101

JOB NO. 0606

WATER HISTORY MUSEUM

NEW WOOD FINISH FLOOR SCOPE

1.) REMOVE EXISTING STORED ITEMS TO DESIGNATED STORAGE AREA BEHIND WATER DEPT. FENCE (TO NW).

2.) CLEAN, WASH, AND DRY EXISTING SUB-FLOOR. CHECK EXISTING NAILING OF SUB-FLOOR TO JOISTS/SUPPLEMENT TO PROVIDE 8" o.c. x 10d/ SET HIGH NAILS.

3.) SAND AND/OR SCREEN EXISTING SUB-FLOOR TO ELIMINATE RIDGES AND CLEANING OF RESIDUE AND ADHESIVES.

4.) CLEAN, WASH, AND DRY.

5.) USE NO RED ROSIN, TAR PAPER, OR OTHER SLIP SHEET. FINISH FLOORING TO INSTALL ATOP SUB-FLOOR.

FINISH FLOOR MATERIAL:
¾" x 5" RIFT AND QUARTER SAWN CHARACTER GRADE WHITE OAK FLOORING (SUBMITTAL REQUIRED) - RANDOM LENGTH 2' TO 8', UNFINISHED. ACCLIMATE FLOOR MATERIAL IN SANTA FE, IN A DRY, TEMPERATURE CONTROLLED SPACE, A MINIMUM OF 3 WEEKS.

6.) INSTALL FLOORING IN EAST -WEST DIRECTION ON DRY CLEAN PLYWOOD SUB-FLOOR, APPLYING CONTINUOUS "S" ON BACK OF BOARDS OF PL-400 FLEXIBLE ADHESIVE. TONGUE-NAIL FLOORING @ 8" o.c. KEEP FINISH FLOOR ½" FROM PERIMETER WALLS.

7.) SANDINGS:
WITH 60-GRIT TO EVEN FLOOR
WITH 80-GRIT TO REMOVE 60-GRIT SCRATCHES
WITH 100 AND 120-GRIT TO ACHIEVE SMOOTH SANDED SURFACE

8.) VACCUM TO CLEAN SURFACE/INTENSIVE FLOOR CLEANER WITH AS LITTLE WATER AS POSSIBLE.

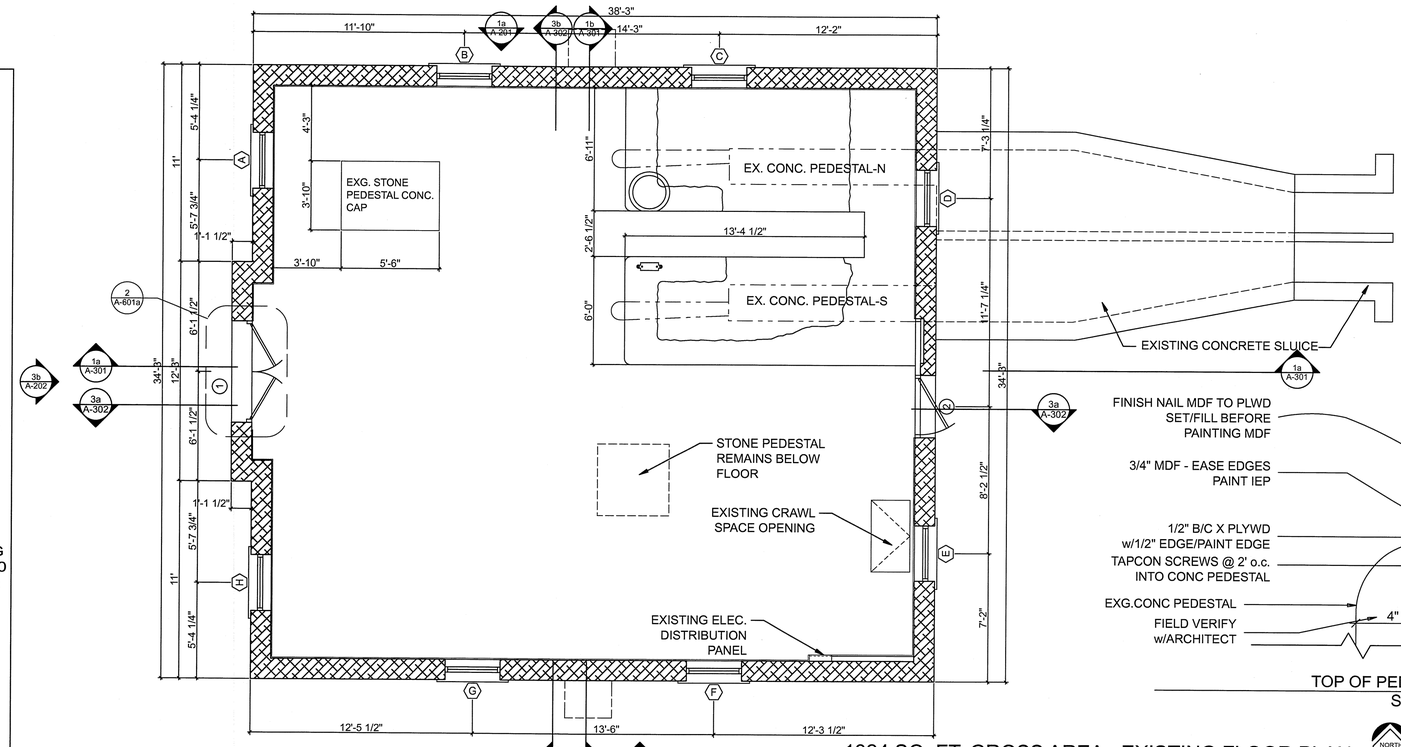
FLOOR FINISH MATERIAL:
WOCA NO VOC, VEGETABLE OIL, BREATHABLE PENETRATING OIL FINISH.
WOCA = (877) 962-2645
info @ wocadirect.com
SUBMITTAL OF SAMPLE AND OF APPLICATION INSTRUCTIONS REQUIRED.
FOLLOW MANUFACTURER'S INSTRUCTIONS.

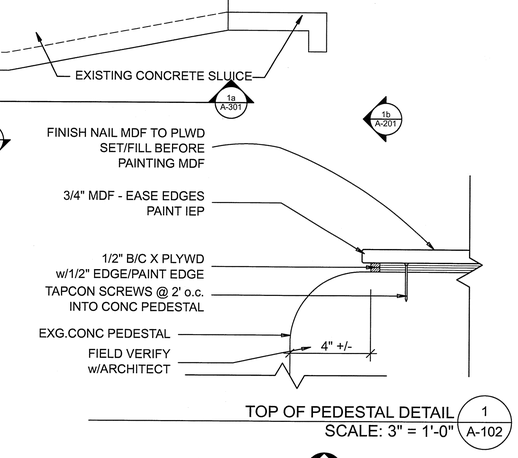
9.) APPLY FLOOR FINISH WITH NAPPY ROLLER.

10.) BUFF w/ 170 RPM. BUFFER WITH RED PAD UNTIL FLOOR WON'T TAKE ANY MORE. REMOVE EXCESS w/SQUEEGEE OR LINT-FREE CLOTHES.

11.) APPLY 2ND AND 3RD COAT w/ WHITE PAD, AGAIN FOLLOWING WOCA INSTRUCTIONS.

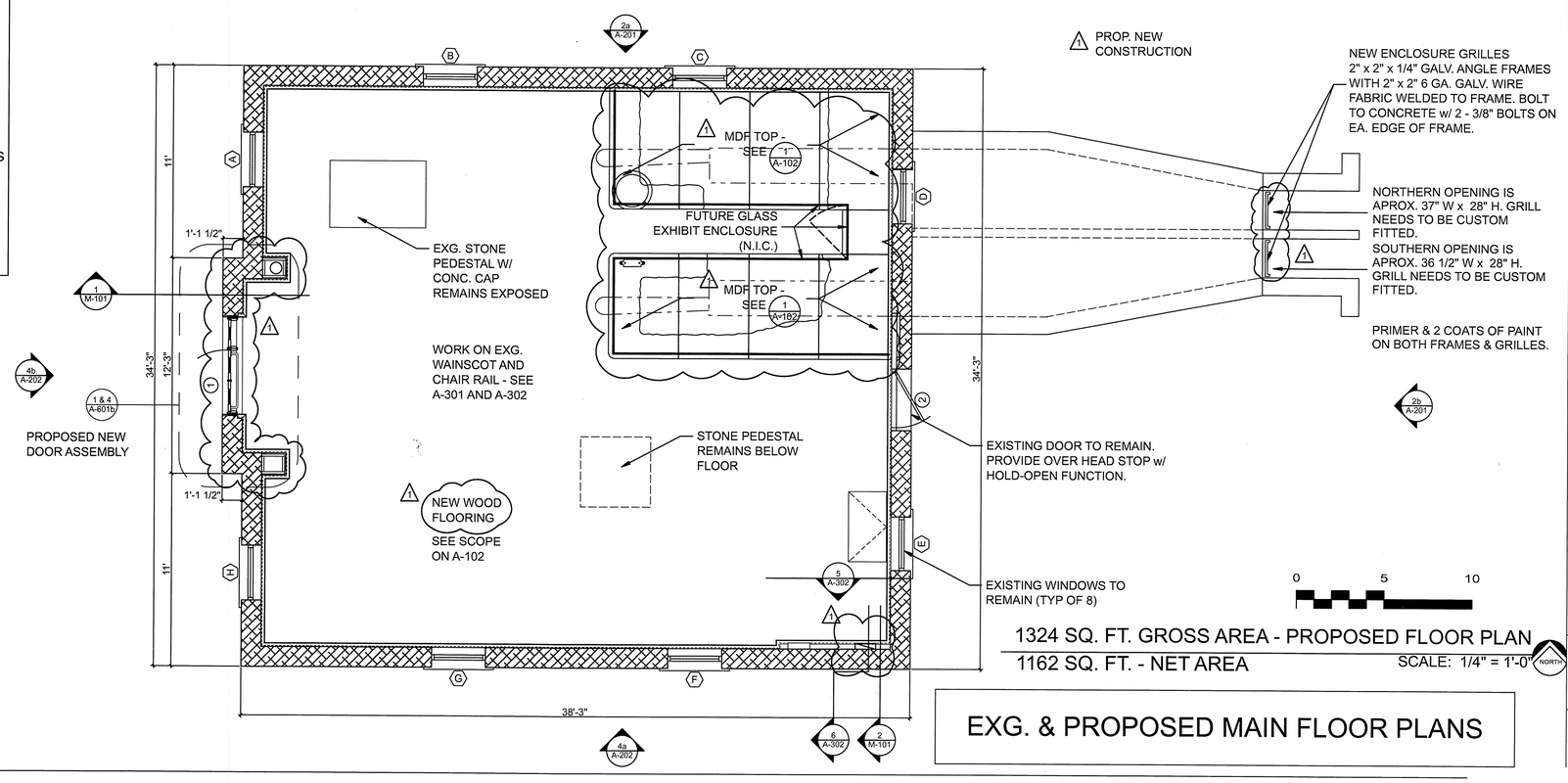
12.) APPLY TOP COAT OF MAINTENANCE PASTE AND BUFF w/ POLISHING DISC.





TOP OF PEDESTAL DETAIL (1 / A-102)
SCALE: 3" = 1'-0"

1324 SQ. FT. GROSS AREA - EXISTING FLOOR PLAN
1162 SQ. FT. NET AREA - MAIN ROOM
SCALE: 1/4" = 1'-0"



1324 SQ. FT. GROSS AREA - PROPOSED FLOOR PLAN
1162 SQ. FT. - NET AREA
SCALE: 1/4" = 1'-0"

EXG. & PROPOSED MAIN FLOOR PLANS

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A-102

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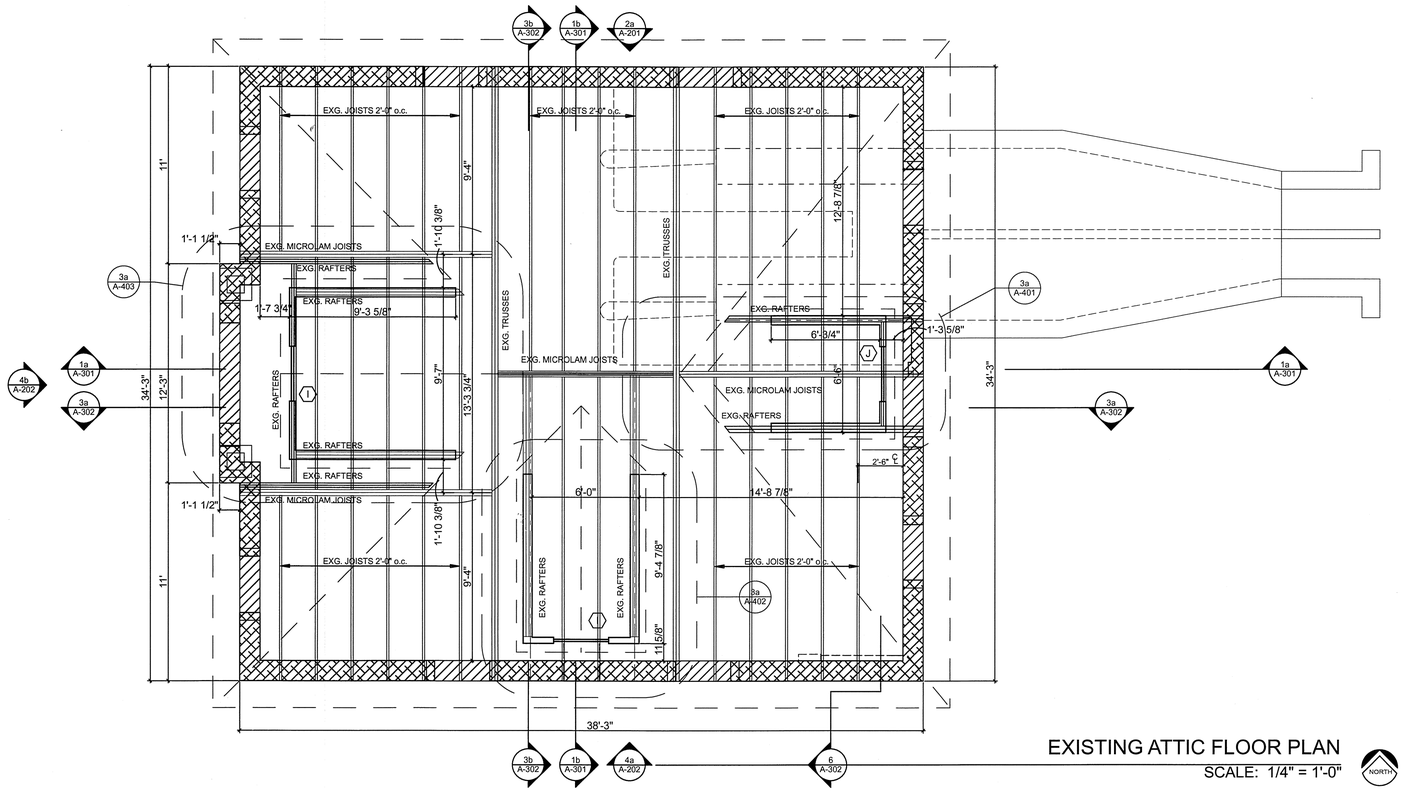
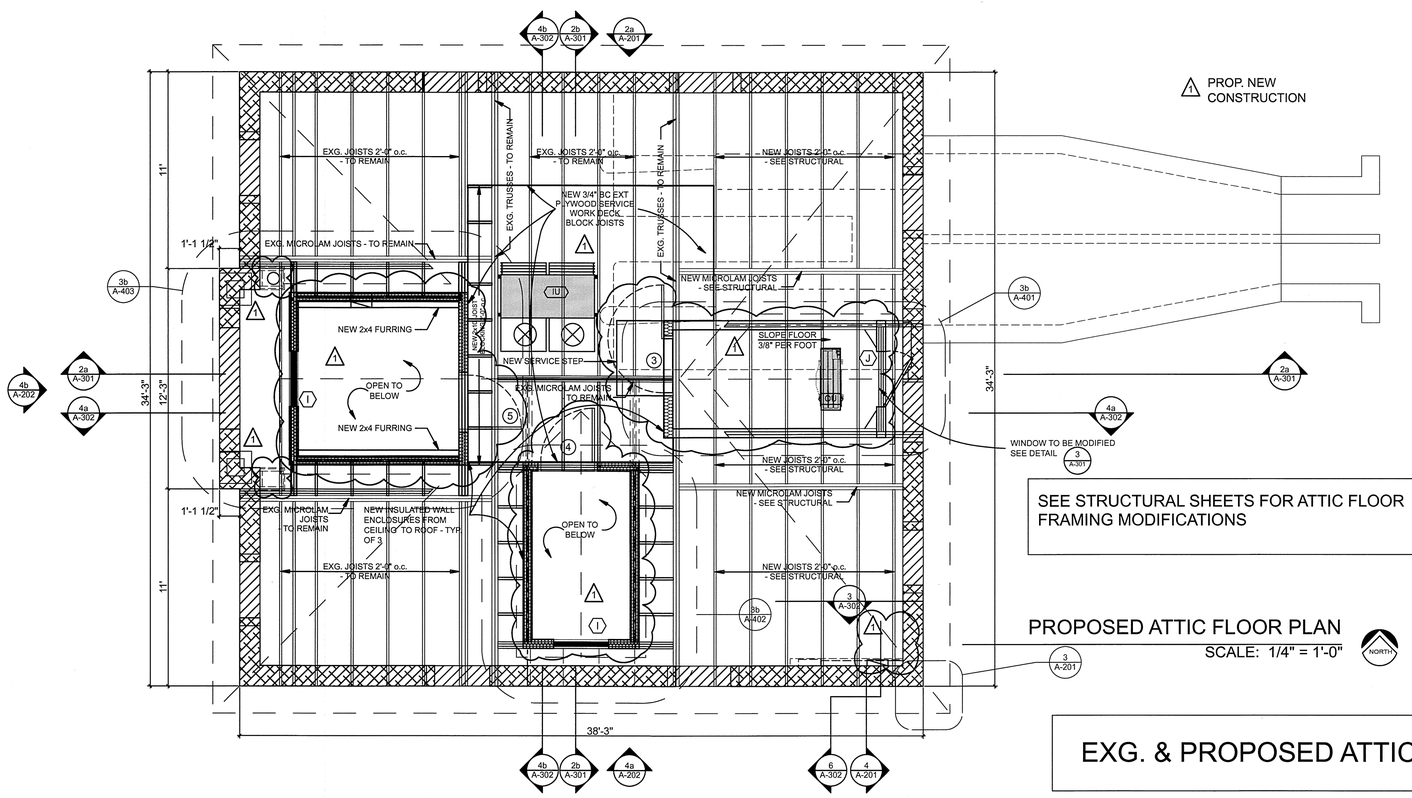


EXISTING ATTIC FLOOR PLAN

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



SEE STRUCTURAL SHEETS FOR ATTIC FLOOR FRAMING MODIFICATIONS

PROPOSED ATTIC FLOOR PLAN

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

EXG. & PROPOSED ATTIC FLOOR PLANS

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A-103

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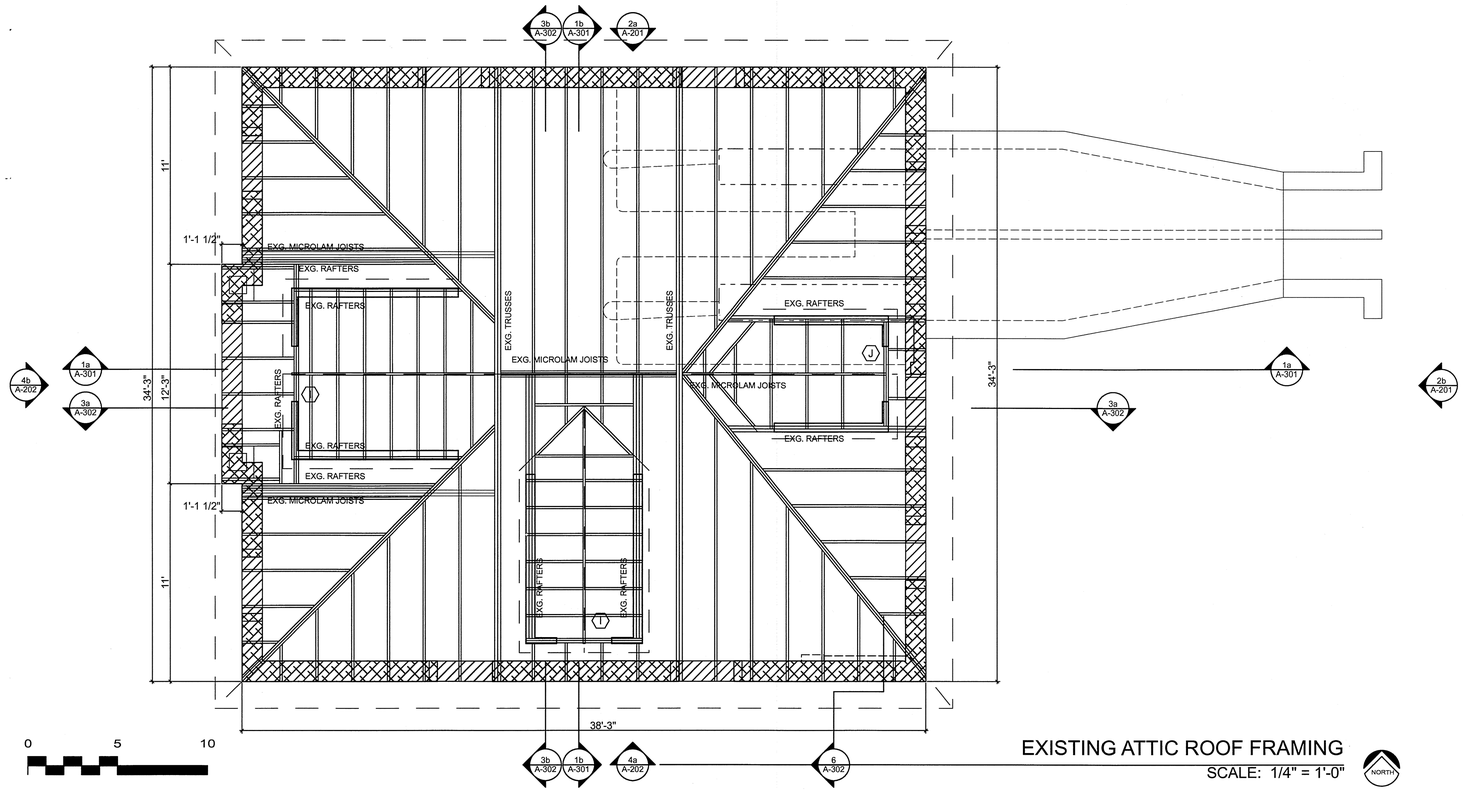
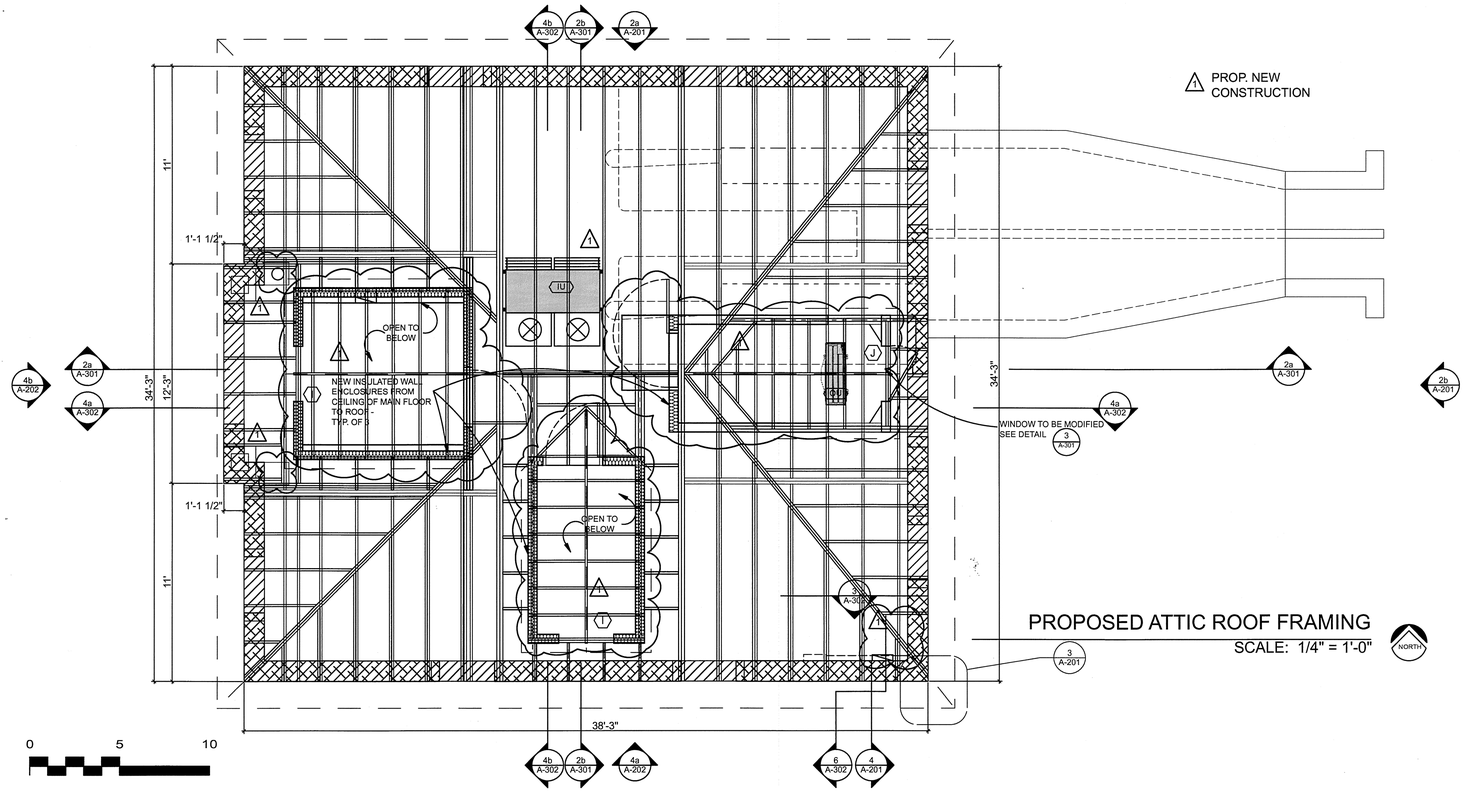


EXISTING ATTIC ROOF FRAMING
SCALE: 1/4" = 1'-0"



PROPOSED ATTIC ROOF FRAMING
SCALE: 1/4" = 1'-0"

SEE STRUCTURAL SHEETS FOR ATTIC FRAMING MODIFICATIONS

EXG. & PROPOSED ROOF FRAMING PLANS

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A-104

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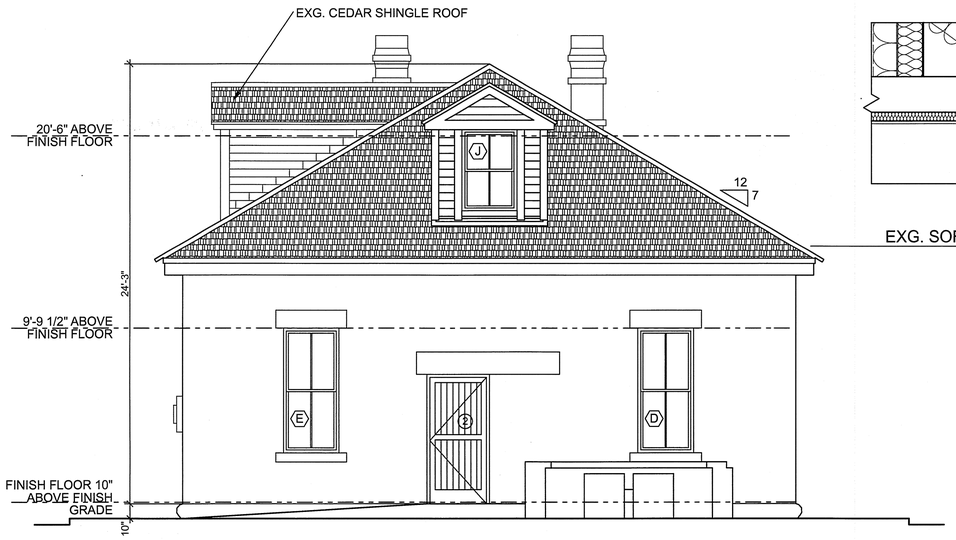
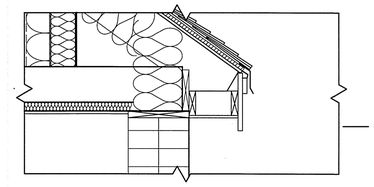
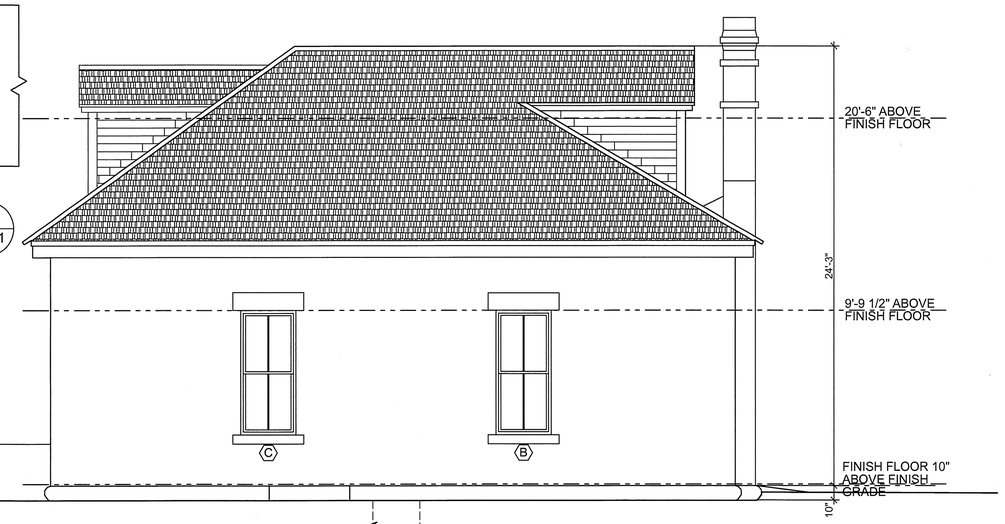
WATER HISTORY MUSEUM



EAST ELEVATION-EXISTING (1b / A-201)



EXG. SOFFIT DETAIL SECTION (4 / A-201)
SCALE: 3/4" = 1'-0"

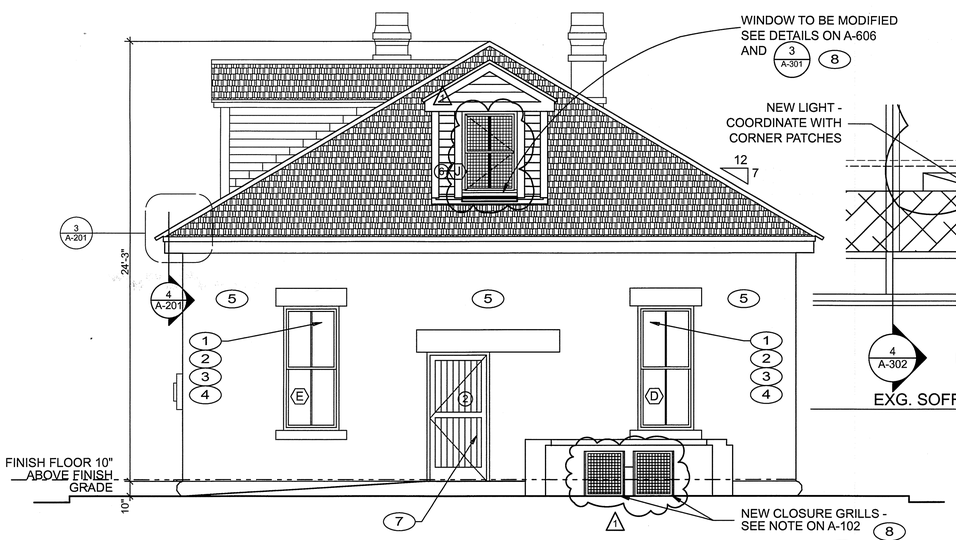


BURIED AREAWAY BEYOND

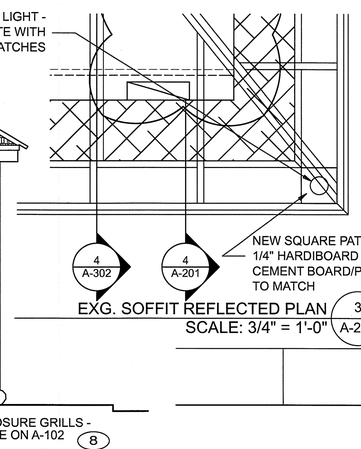
NORTH ELEVATION-EXISTING (1a / A-201)

EXISTING EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

0 5 10



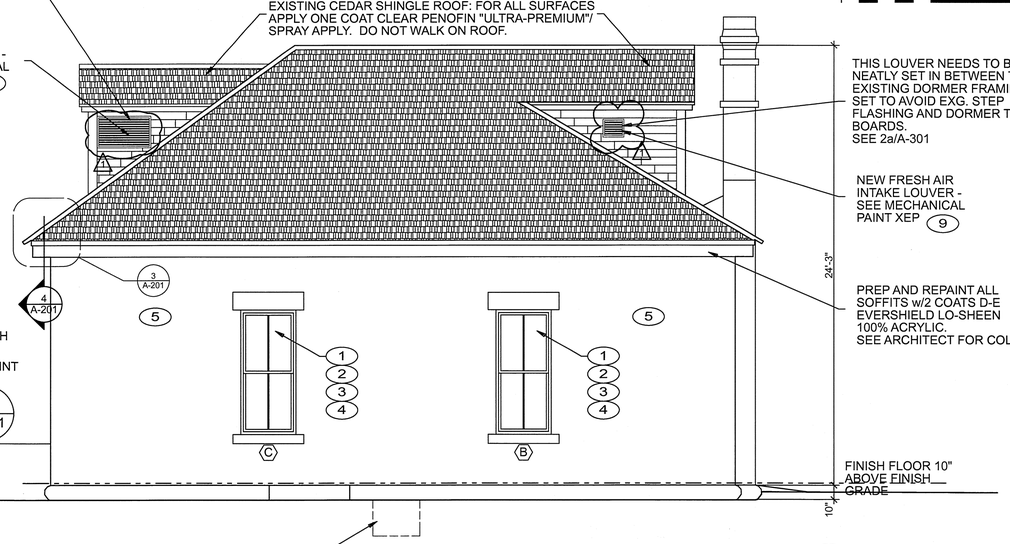
EAST ELEVATION-PROPOSED (2b / A-201)



EXG. SOFFIT REFLECTED PLAN (3 / A-201)
SCALE: 3/4" = 1'-0"

THIS LOUVER NEEDS TO BE NEATLY SET IN BETWEEN THE EXISTING DORMER FRAMING. SET TO AVOID EXG. STEP FLASHING AND DORMER TRIM BOARDS. SEE 2a/A-301 & 4a/A-302

NEW FRESH AIR INTAKE LOUVER - SEE MECHANICAL PAINT XEP (9)



BURIED AREAWAY BEYOND

NORTH ELEVATION-PROPOSED (2a / A-201)

△1 PROP. NEW CONSTRUCTION

PROPOSED EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

0 5 10

PAINT AND STAIN

SUBMITTAL REQUIRED: ALL MATERIALS TO BE PREPPED AND APPLIED FOLLOWING MANUFACTURERS PRINTED INSTRUCTIONS.

NOTES:

WINDOWS

(1) CLEAN ALL WINDOWS INSIDE AND OUT, GLASS, SASHES, AND FRAMES.

(2) REPLACE WEATHER STRIPPING

(3) STAIN RECENT SASH PUTTY

(4) APPLY ONE (1) COAT FULL BODY STAIN DUNN-EDWARDS "SPARTA SHIELD" FLAT TO ALL SURFACES - COLOR TO MATCH EXISTING

EXTERIOR WALLS

(5) CLEAN EXISTING PAINT / REPAINT w/ DUNN-EDWARDS "EVERSHIELD" FLAT - COLOR TO MATCH EXISTING

WEST ENTRANCE

(6) ENTRY DOOR RECEIVES TWO (2) COATS OF FULL BODIED STAIN DUNN-EDWARDS "SPARTA SHIELD" FLAT - COLOR TO MATCH EXISTING WINDOWS - SEE ARCHITECT

(7) EAST ENTRANCE

APPLY TWO (2) COATS TUNG OIL TO ALL SURFACES

(8) SLUICE GRILLS AND DORMER GRILL

PAINT TO MATCH EXISTING WINDOW COLOR

(9) LOUVERED DORMER GRILLS

PAINT TO MATCH EXISTING WOOD SIDING

NORTH & EAST BUILDING ELEVATIONS

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A-201

JOB NO. 0606
WATER HISTORY MUSEUM

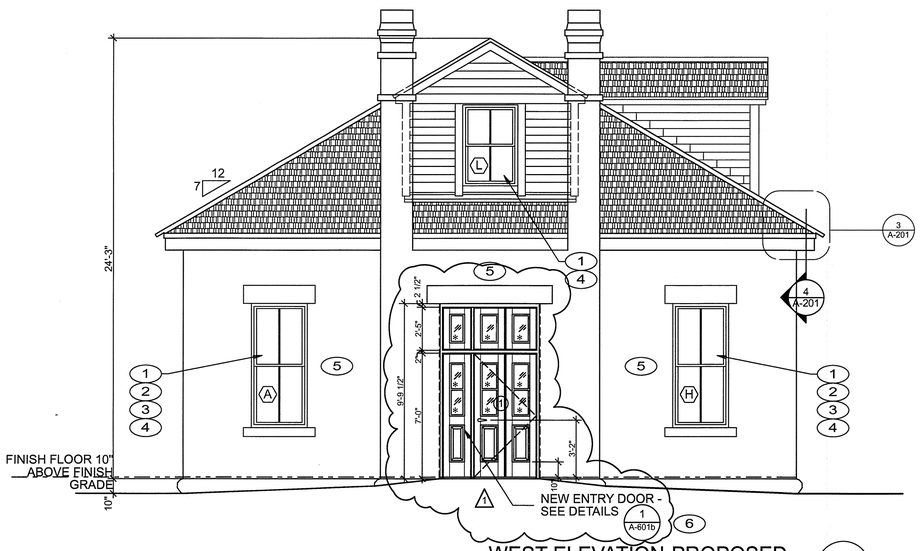
WEST ELEVATION-EXISTING 3b A-202

SOUTH ELEVATION-EXISTING 3a A-202

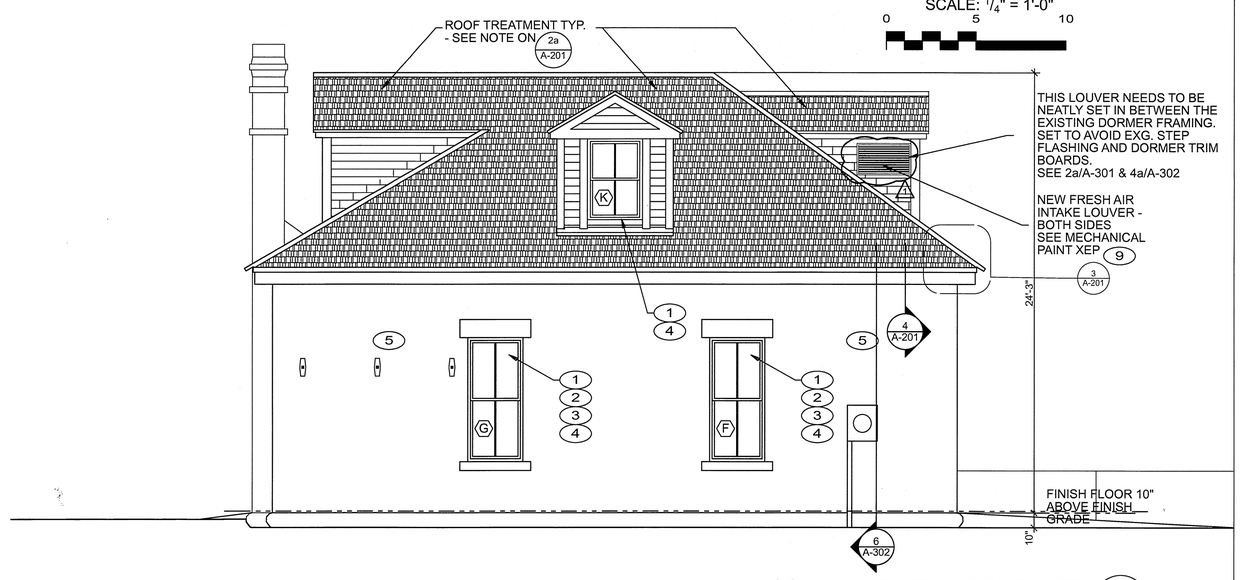
EXISTING EXTERIOR ELEVATIONS

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

0 5 10



WEST ELEVATION-PROPOSED 4b A-202



PROP. NEW CONSTRUCTION

SOUTH ELEVATION-PROPOSED 4a A-202

PROPOSED EXTERIOR ELEVATIONS

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

0 5 10

SEE PAINT/STAIN NOTES ON A-201.

NOTES:

WINDOWS

1. CLEAN ALL WINDOWS INSIDE AND OUT, GLASS, SASHES, AND FRAMES.
2. REPLACE WEATHER STRIPPING
3. STAIN RECENT SASH PUTTY
4. APPLY ONE (1) COAT FULL BODY STAIN DUNN-EDWARDS "SPARTA SHIELD" FLAT TO ALL SURFACES - COLOR TO MATCH EXISTING

EXTERIOR WALLS

5. CLEAN EXISTING PAINT / REPAINT w/ DUNN-EDWARDS "EVERSHIELD" FLAT - COLOR TO MATCH EXISTING

WEST ENTRANCE

6. ENTRY DOOR RECEIVES TWO (2) COATS OF FULL BODIED STAIN DUNN-EDWARDS "SPARTA SHIELD" FLAT - COLOR TO MATCH EXISTING WINDOWS - SEE ARCHITECT

EAST ENTRANCE

7. APPLY TWO (2) COATS TUNG OIL TO ALL SURFACES

SLUICE GRILLS AND DORMER GRILL

8. PAINT TO MATCH EXISTING WINDOW COLOR

LOUVERED DORMER GRILLS

9. PAINT TO MATCH EXISTING WOOD SIDING

SOUTH & WEST BUILDING ELEVATIONS

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A-202

JOB NO. 0606
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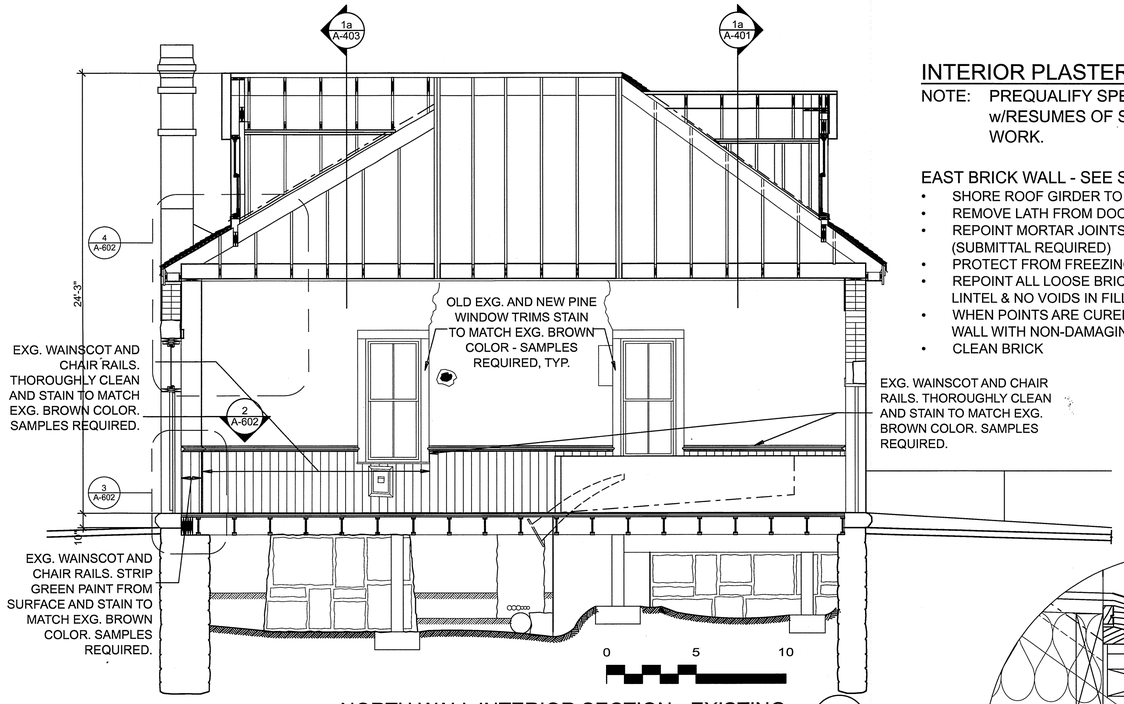
INTERIOR PLASTER & MORTAR RESTORATION

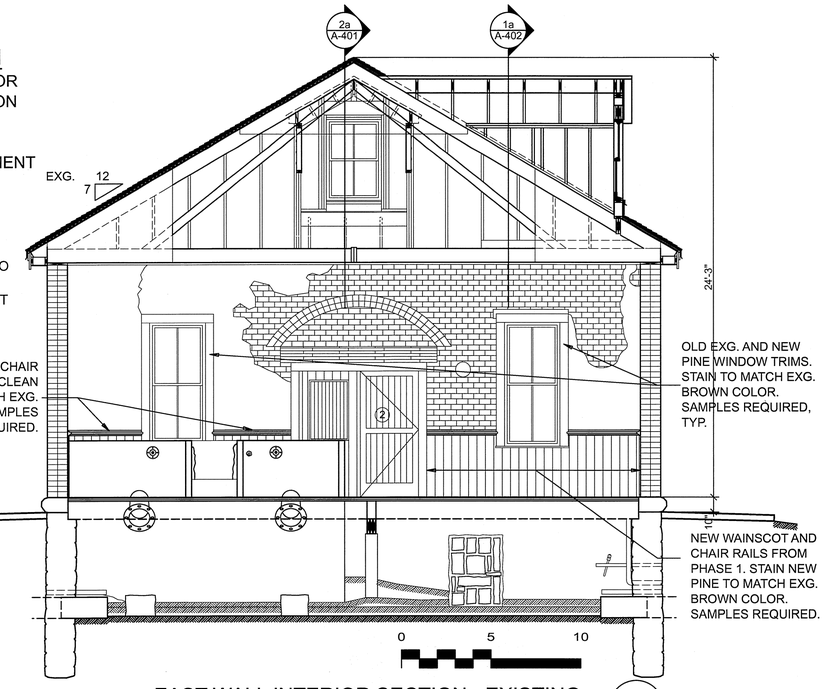
NOTE: PREQUALIFY SPECIALTY LIME PLASTER CONTRACTOR w/RESUMES OF SIMILAR LIME PLASTER RESTORATION WORK.

EAST BRICK WALL - SEE STRUCTURAL BRICK REPAIR DOCUMENT

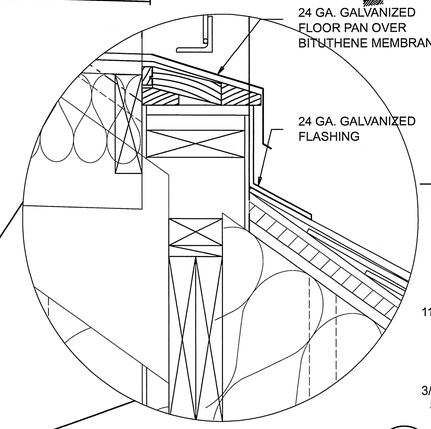
- SHORE ROOF GIRDER TO REMOVE LOAD FROM EAST WALL
- REMOVE LATH FROM DOOR LINTEL & CLEAN MORTAR JOINTS
- REPOINT MORTAR JOINTS w/NHL LIME & WASHED #8 SAND (SUBMITTAL REQUIRED)
- PROTECT FROM FREEZING & CURE
- REPOINT ALL LOOSE BRICK. AT ARCH PROVIDE SOLID BEARING ONTO LINTEL & NO VOIDS IN FILL BETWEEN LINTEL & ARCH
- WHEN POINTS ARE CURED, REMOVE PLASTER FROM BRICK ON EAST WALL WITH NON-DAMAGING TOOLS. (BRICK IS SOFT/LOW FIRE).
- CLEAN BRICK



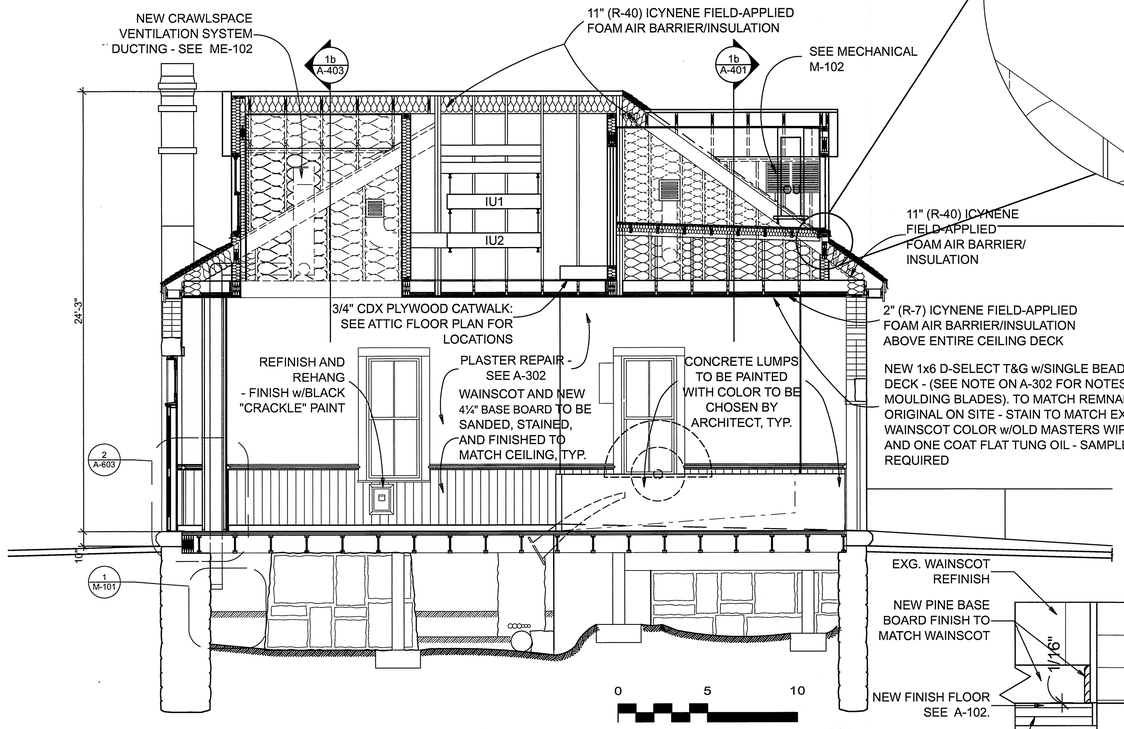
NORTH WALL INTERIOR SECTION - EXISTING (1a / A-301)
1/4" = 1'-0"



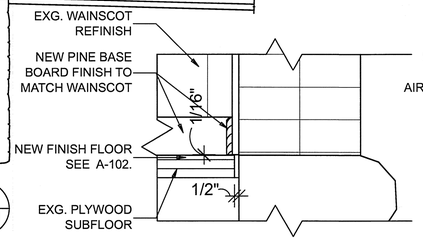
EAST WALL INTERIOR SECTION - EXISTING (1b / A-301)
1/4" = 1'-0"



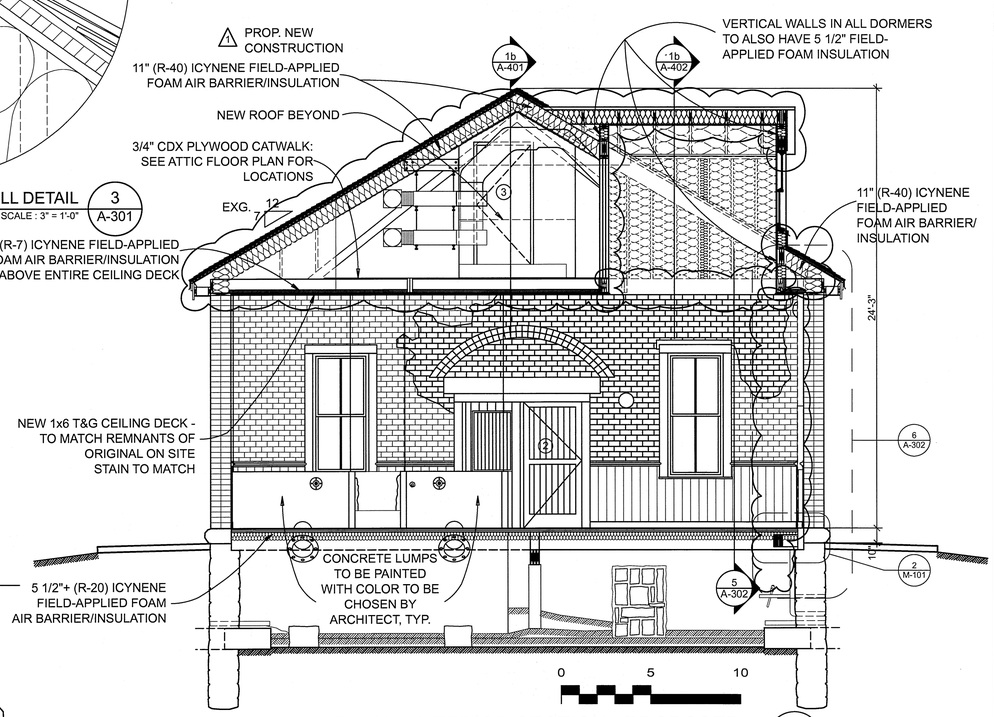
FLASHING & SILL DETAIL (3 / A-301)
SCALE : 3" = 1'-0"



NORTH WALL INTERIOR SECTION - PROPOSED (2a / A-301)
1/4" = 1'-0"



BASE BOARD DETAIL (4 / A-301)
SCALE: 1 1/2" = 1'-0"



EAST WALL INTERIOR SECTION - PROPOSED (2b / A-301)
1/4" = 1'-0"

NORTH & EAST BUILDING SECTIONS

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A-301

JOB NO. 0606
WATER HISTORY MUSEUM

INTERIOR PLASTER & MORTAR RESTORATION

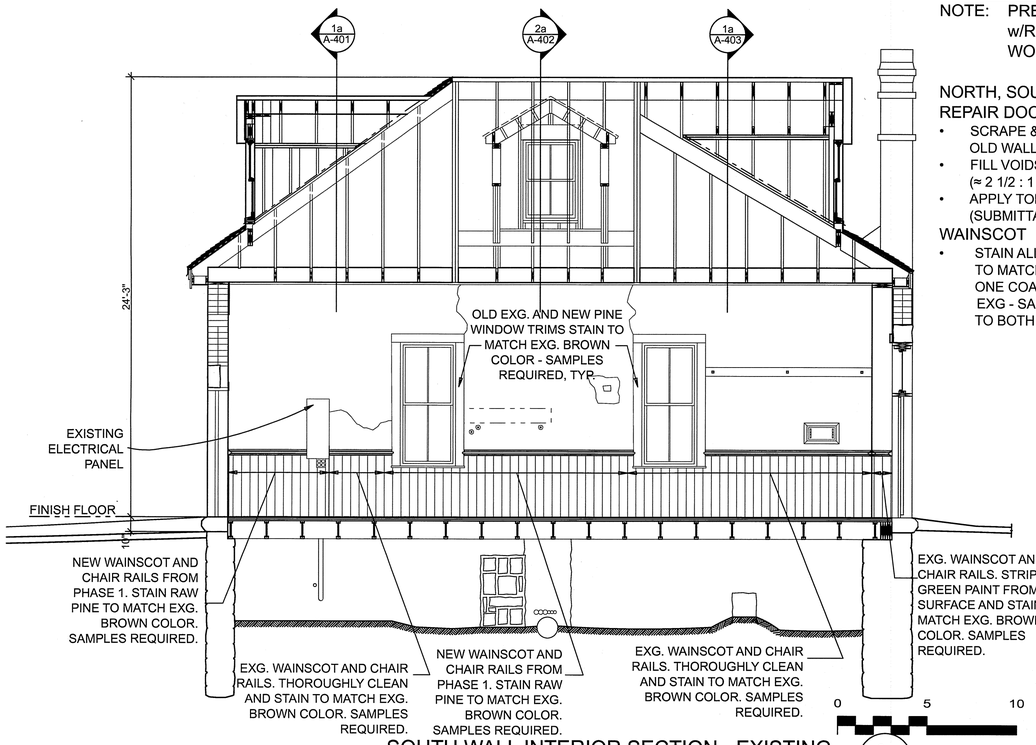
NOTE: PREQUALIFY SPECIALTY LIME PLASTER CONTRACTOR w/RESUMES OF SIMILAR LIME PLASTER RESTORATION WORK.

NORTH, SOUTH, & WEST WALLS - SEE STRUCTURAL BRICK REPAIR DOCUMENT

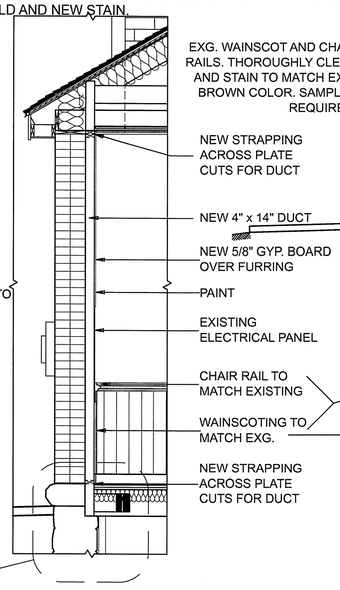
- SCRAPE & CLEAN SURFACE TO A SOUND SUBSTRATE (REMOVING OLD WALL PAINT).
- FILL VOIDS w/FIBERED GYPSUM PLASTER w/WASHED #8 SAND (≈ 2 1/2 : 1 - SAMPLES REQUIRED)
- APPLY TOP SKIM COAT OF NHL & FINE MARBLE DUST (SUBMITTAL REQUIRED) (ST. ASTIER NHL = LIME PLASTER)

WAINSCOT

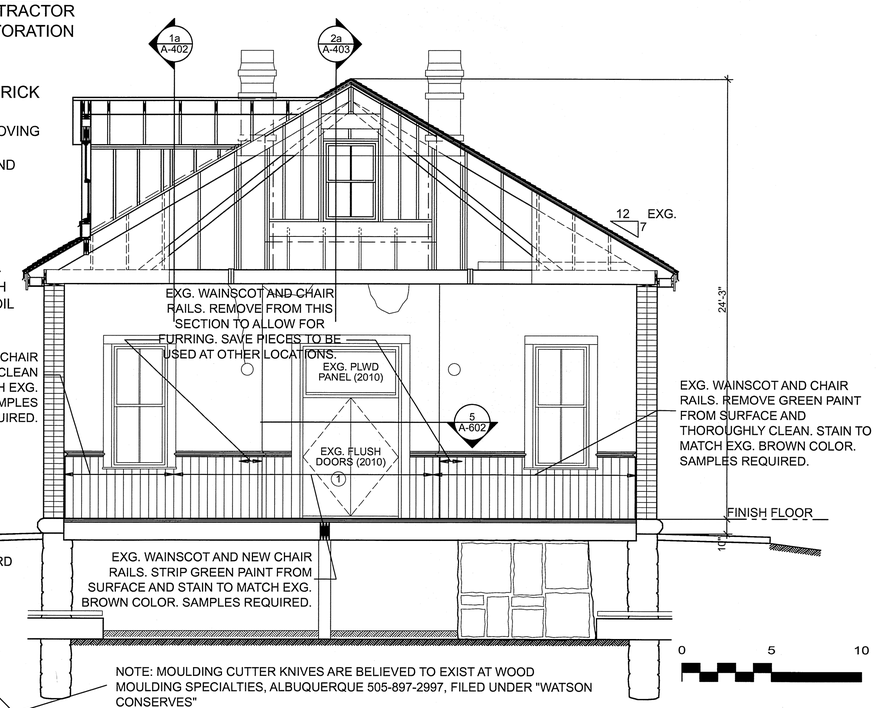
- STAIN ALL INFILLED AND REPAIRED WAINSCOT MATERIAL TO MATCH EXISTING. CLEAN ALL WAINSCOT. APPLY STAIN - ONE COAT OLD MASTERS WIPING STAIN - COLOR TO MATCH EXG - SAMPLES REQUIRED. APPLY ONE COAT FLAT TUNG OIL TO BOTH OLD AND NEW STAIN.



SOUTH WALL INTERIOR SECTION - EXISTING (3a / A-302)
1/4" = 1'-0"

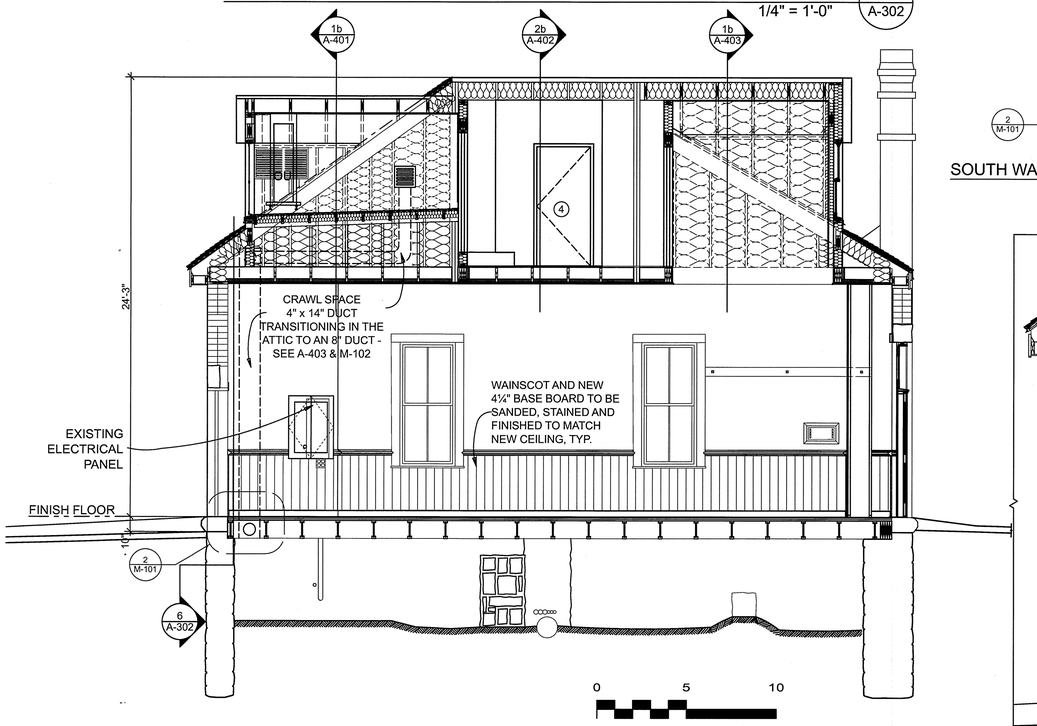


SOUTH WALL SECTION THRU FURRING AT VENT (6 / A-302)
SCALE: 3/8" = 1'-0"

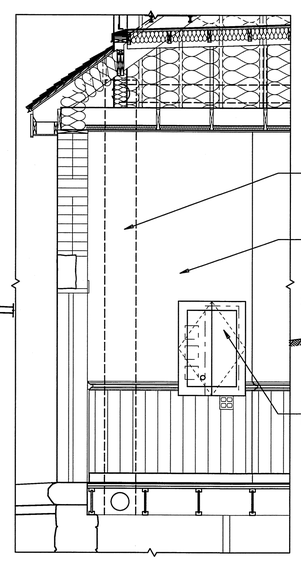


NOTE: MOULDING CUTTER KNIVES ARE BELIEVED TO EXIST AT WOOD MOULDING SPECIALTIES, ALBUQUERQUE 505-897-2997, FILED UNDER "WATSON CONSERVES"

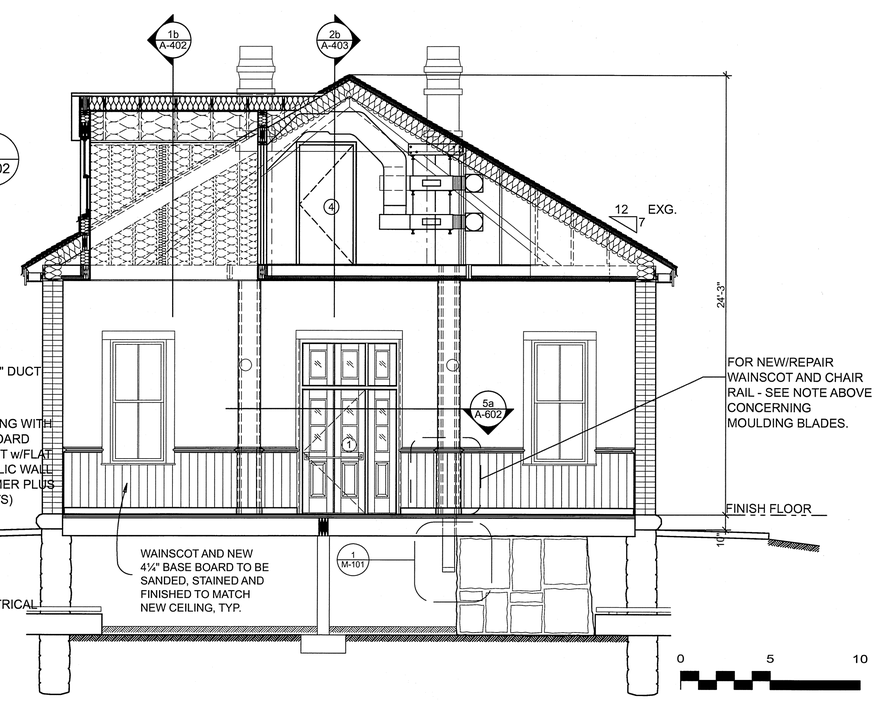
WEST WALL INTERIOR SECTION - EXISTING (3b / A-302)
1/4" = 1'-0"



SOUTH WALL INTERIOR SECTION - PROPOSED (4a / AE-302)
1/4" = 1'-0"



SOUTH WALL ELEVATION AT VENT (5 / A-302)
SCALE: 3/8" = 1'-0"



WEST WALL INTERIOR SECTION - PROPOSED (4b / AE-302)
1/4" = 1'-0"

SOUTH & WEST BUILDING SECTIONS

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A-302

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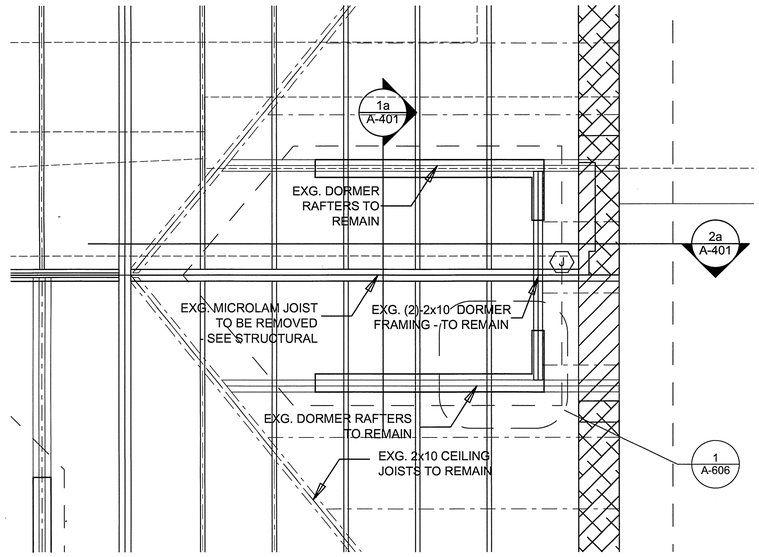
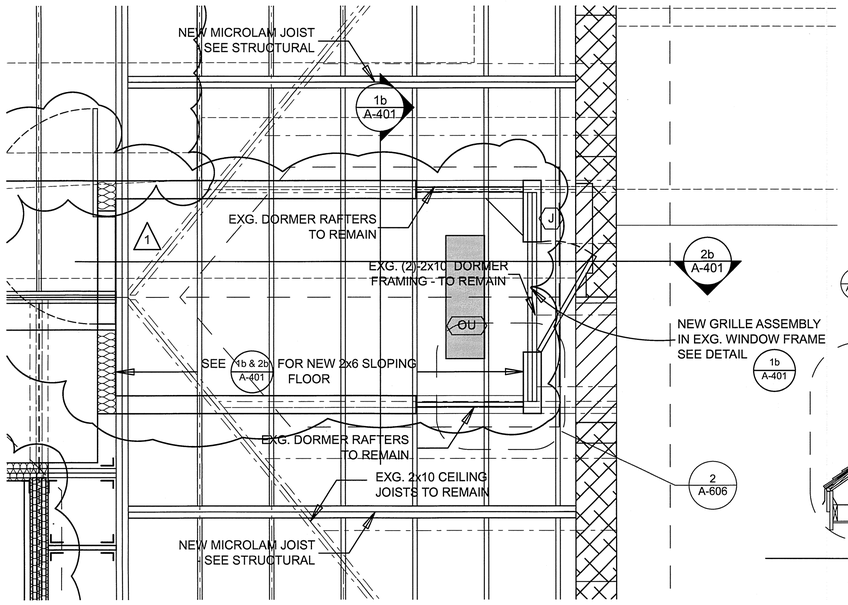
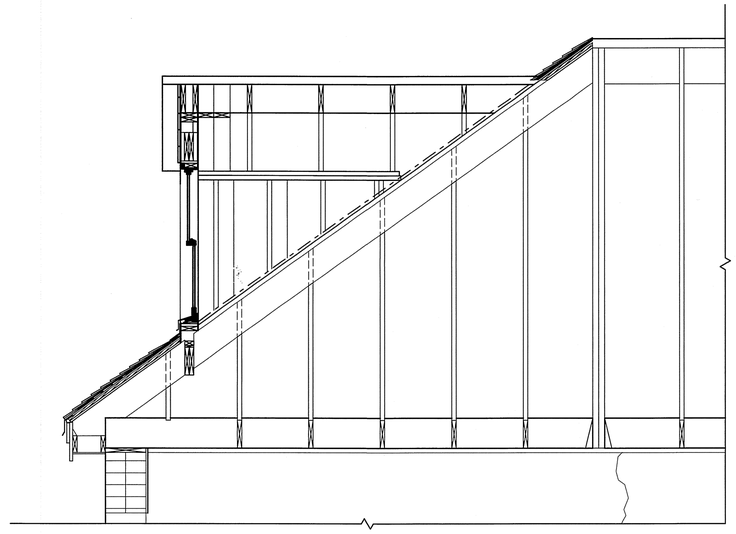
WATER HISTORY MUSEUM



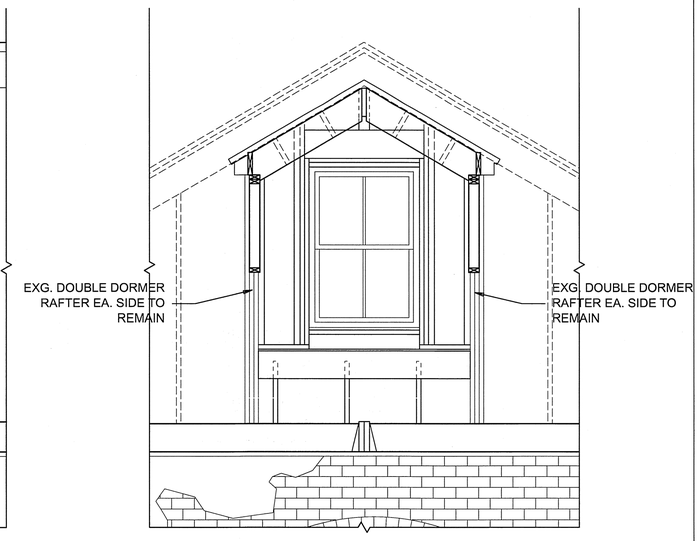
EAST DORMER ENLARGED EXISTING FRAMING PLAN 3a A-401
SCALE: 1/2" = 1'-0"



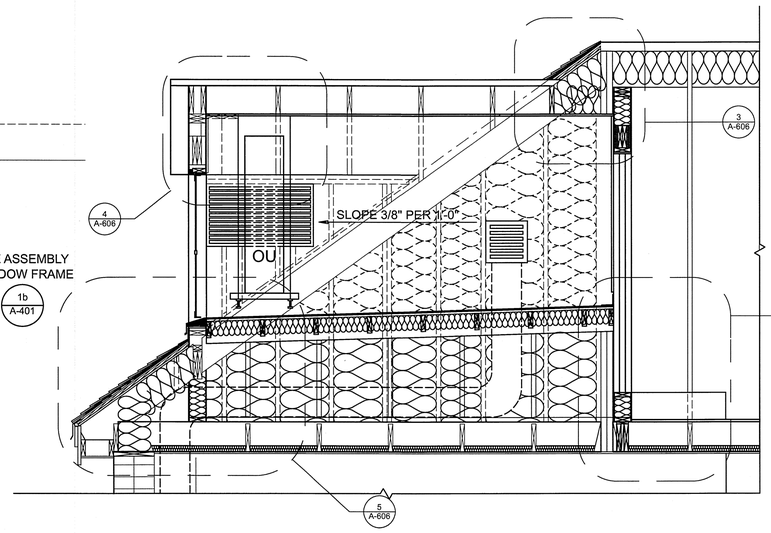
EAST DORMER ENLARGED PROPOSED FRAMING PLAN 3b A-401
SCALE: 1/2" = 1'-0"



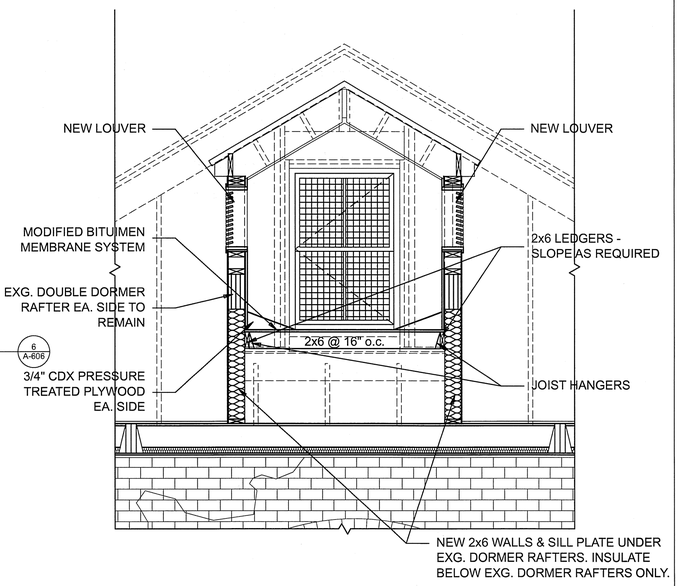
EXISTING - E. DORMER FACING SOUTH 2a A-401
SCALE: 1/2" = 1'-0"



EXISTING - E. DORMER FACING EAST 1a A-401
SCALE: 1/2" = 1'-0"



PROPOSED - E. DORMER FACING SOUTH 2b A-401
SCALE: 1/2" = 1'-0"



PROPOSED - E. DORMER FACING EAST 1b A-401
SCALE: 1/2" = 1'-0"

NORTH

NORTH

EAST DORMER PLANS & SECTIONS

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A-401

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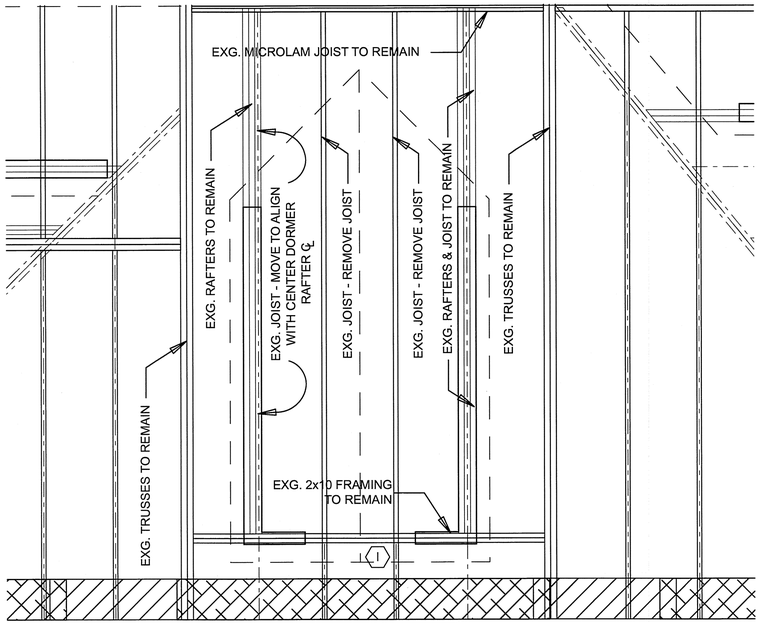
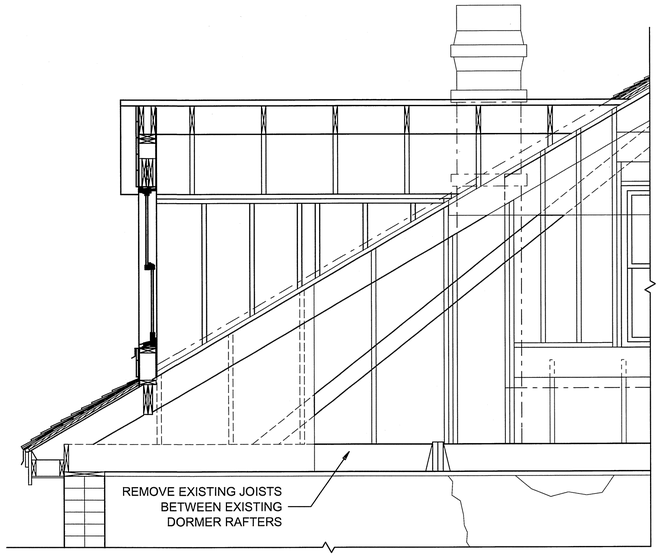
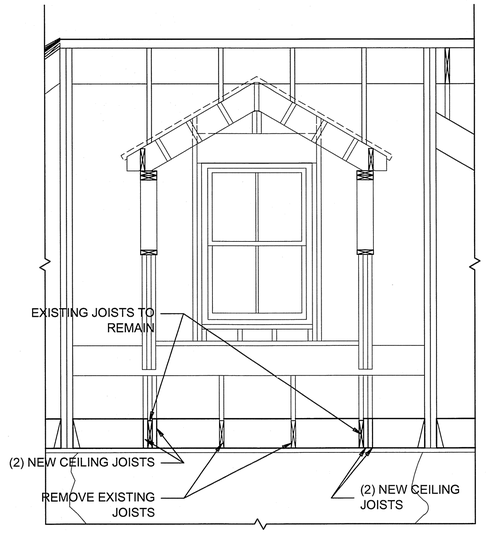


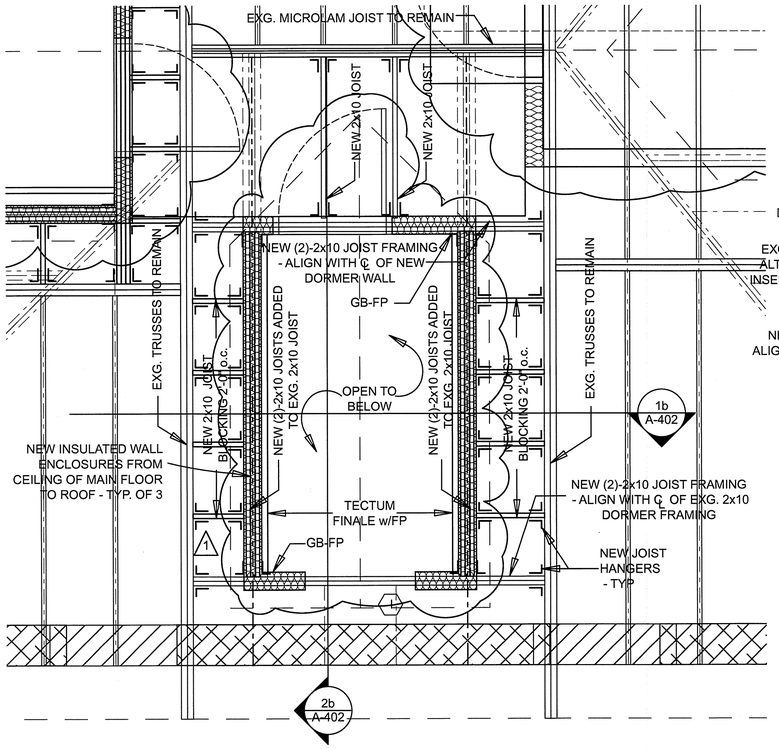
SOUTH DORMER ENLARGED EXISTING FRAMING PLAN 3a A-402
SCALE: 1/2" = 1'-0"



EXISTING - S. DORMER FACING WEST 2a A-402
SCALE: 1/2" = 1'-0"

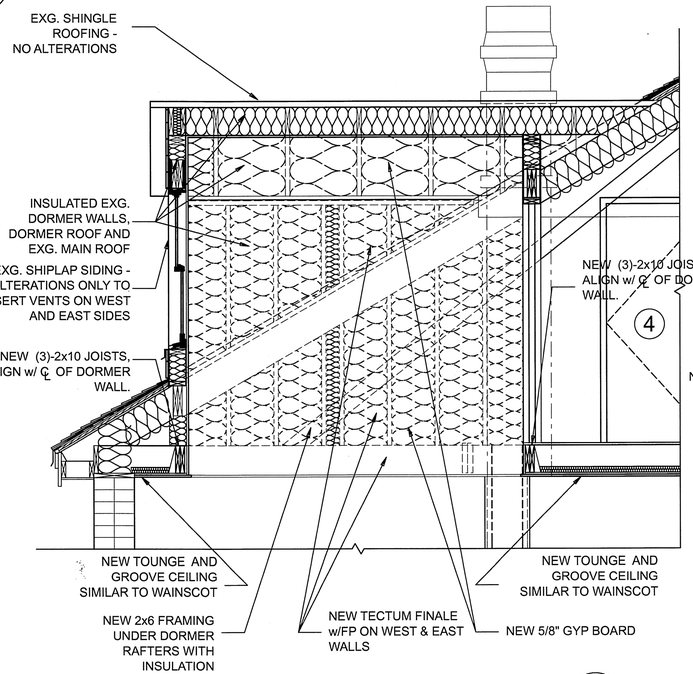


EXISTING - S. DORMER FACING SOUTH 1a A-402
SCALE: 1/2" = 1'-0"

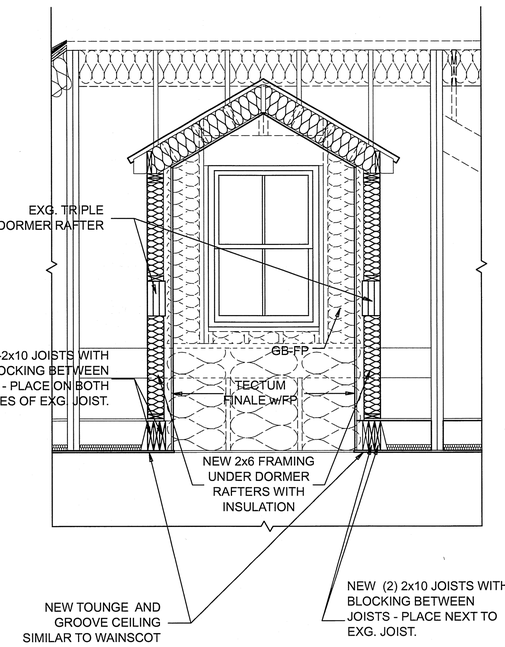


SOUTH DORMER ENLARGED PROPOSED FRAMING PLAN 3b A-402
SCALE: 1/2" = 1'-0"

NORTH



PROPOSED - S. DORMER FACING WEST 2b A-402
SCALE: 1/2" = 1'-0"



PROPOSED - S. DORMER FACING SOUTH 1b A-402
SCALE: 1/2" = 1'-0"

SOUTH DORMER PLANS & SECTIONS

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A-402

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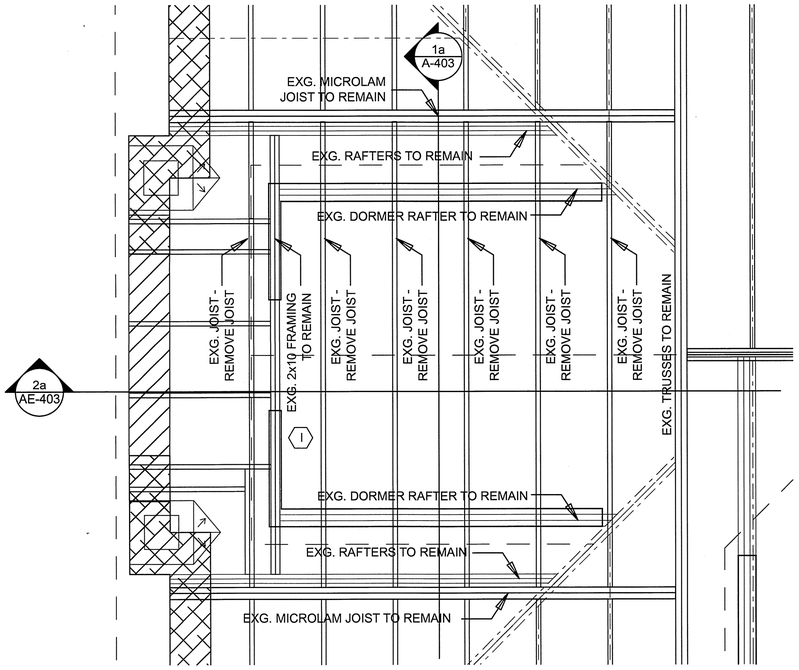
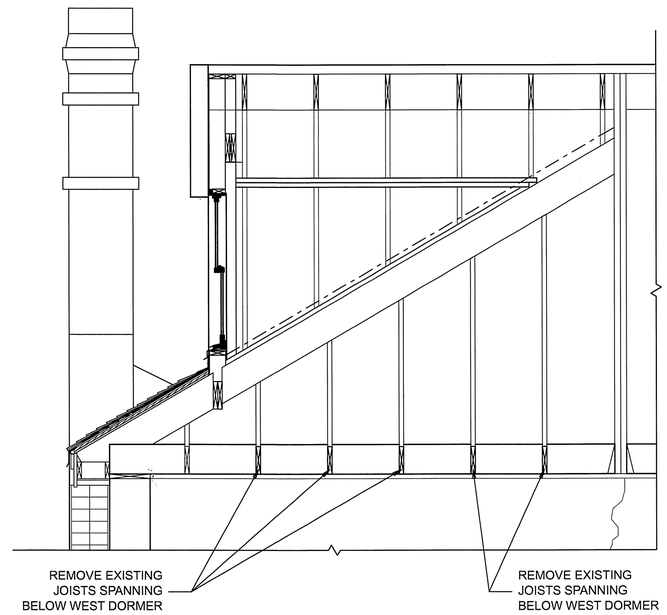
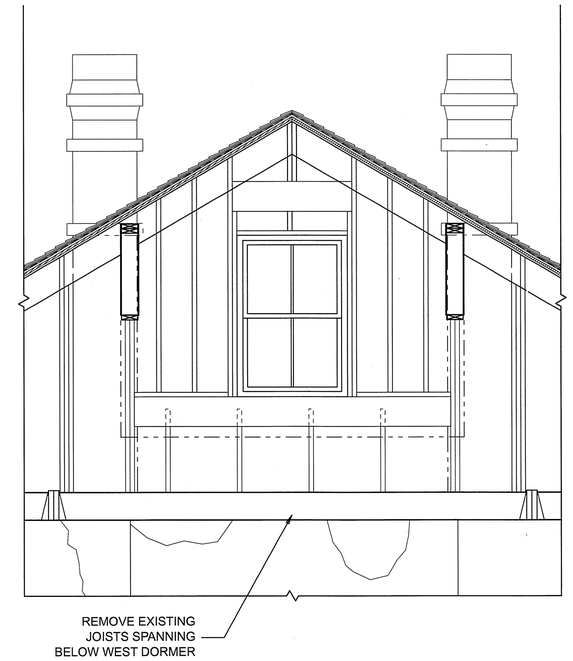


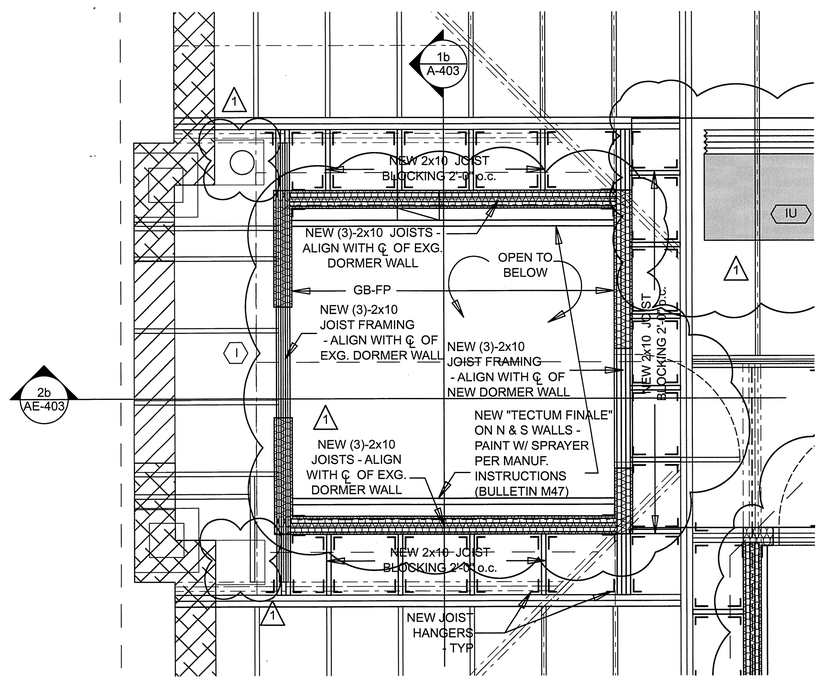
WEST DORMER ENLARGED EXISTING FRAMING PLAN (3a / A-403)
SCALE: 1/2" = 1'-0"



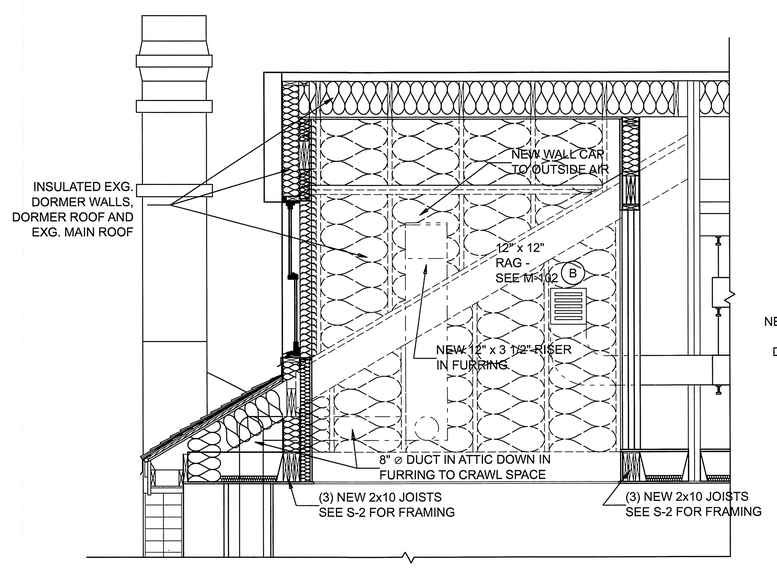
EXISTING - W. DORMER FACING NORTH (2a / A-403)
SCALE: 1/2" = 1'-0"



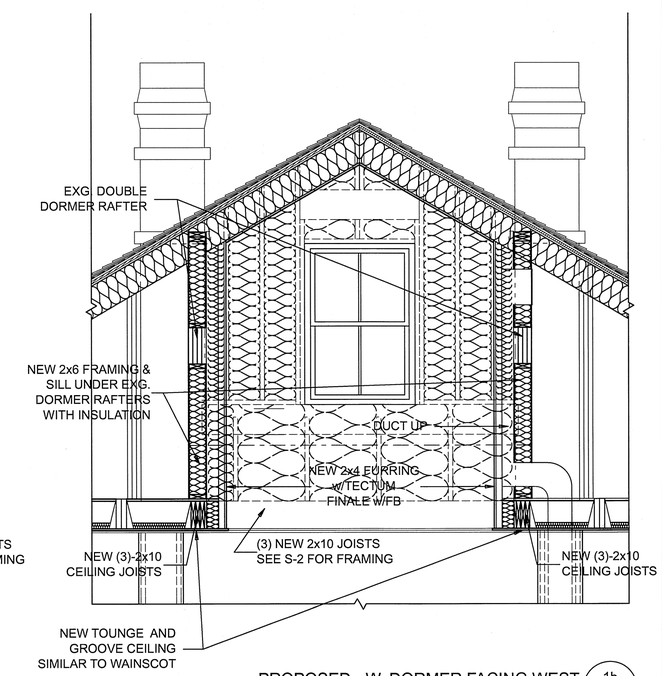
EXISTING - W. DORMER FACING WEST (1a / A-403)
SCALE: 1/2" = 1'-0"



WEST DORMER ENLARGED PROPOSED FRAMING PLAN (3b / A-403)
SCALE: 1/2" = 1'-0"



PROPOSED - W. DORMER FACING NORTH (2b / A-403)
SCALE: 1/2" = 1'-0"



PROPOSED - W. DORMER FACING WEST (1b / A-403)
SCALE: 1/2" = 1'-0"

WEST DORMER PLANS & SECTIONS

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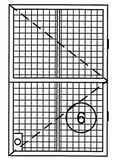
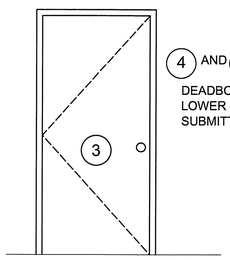
A-403

JOB NO. 0606
WATER HISTORY MUSEUM



ACCESS GRILLE - EAST DORMER (6)
SCALE: 1/2" = 1'-0"

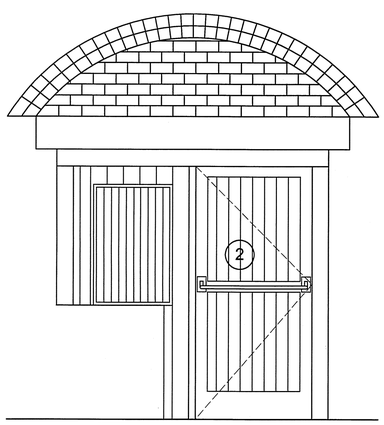


(4) AND (5), BUT
DEADBOLT LOCATION
LOWER - VERIFY @
SUBMITTALS

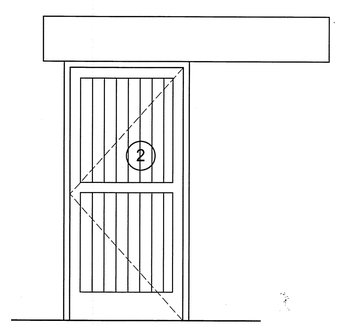
ATTIC ENTRY DOORS (3) (4) (5)
SCALE: 1/2" = 1'-0"

SCHEDULE FOR DOOR REHABILITATION AND MODIFICATION - SUBMITTALS REQUIRED

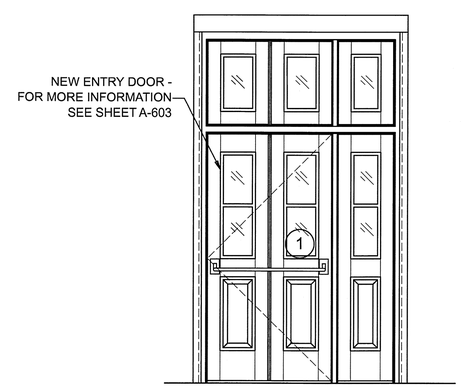
MARK ○	TYPE/DESCRIPTION MANUFAC./MODEL #	SIZE	SWING	JAMB	DETAIL #'S	FINISH STAIN & SEAL	HARDWARE	NOTES
1	WEST WALL - ENTRY - NEW CUSTOM DOOR / TRANSOM & SIDE LITE	5'-8" W X 9'-9 1/2" H	OUT - SEE DRAWING	WOOD	SHEET A-602 SHEET A-603	2 COATS FULL-BODIED STAIN D-E "SPARTA SHIELD" FLAT	HINGES: 1 1/2 PR HAGER BB1168 X US10B 4 1/2" X 4 1/2" HD BALL BEARING (w/#12 X 2 1/4" SCREWS) PANIC HARDWARE: VON DUPRIN 88L X 373L X 48" (FIELD CUT TO SIZE) X WOOD DOOR X US10B CLOSER: LCN 1461 X EDA X DU - INSTALL PER MANUFACTURER INSTRUCTIONS OVERHEAD STOP: GLYNN JOHNSON 79H X 110° SURFACE MOUNT OVERHEAD STOP/HOLD OPEN SEX BOLTS @ DOOR WOOD SCREWS @ HEAD DOOR DRIP & SWEEP: PEMKO 345D X PK w/ 314D NEOPRENE DOOR BOTTOM (MORTISE SLIGHTLY - SEAL MORTISE w/ 3 COATS DOOR FINISH) THRESHOLD: PEMKO 2548-D, BED IN SEALANT FRONT AND REAR EDGES - TAPCON INTO STONE SILL	THIS IS COMPLETE ASSEMBLY w/ FRAME, TRANSOMS, AND SIDELITE
2	EAST WALL - ENTRY REHABILITATE EXISTING TO WORKBENCH - REBUILD & REAPPLY - EXT BOARDS	3'-3" W X 7'-3 3/8" H	SEE ELEV			EXT. - 2 COATS - PENEFIN INT. - 1 COAT - STAIN & 2 COATS TUNG OIL - LOW SHEEN	HINGES: EXISTING PANIC HARDWARE: VON DUPRIN 88L X 373L X 36" (FIELD CUT TO SIZE) X WOOD DOOR X US10B (NO EXG. TRIM) CLOSER: LCN 1461 X EDA X DU - INSTALL PER MANUFACTURER INSTRUCTIONS OVERHEAD STOP: GLYNN JOHNSON 79H X 110° SURFACE MOUNT OVERHEAD STOP/HOLD OPEN SEX BOLTS @ DOOR WOOD SCREWS @ HEAD DOOR DRIP & SWEEP: PEMKO 345D X PK w/ 314D NEOPRENE DOOR BOTTOM (MORTISE SLIGHTLY - SEAL MORTISE w/ 3 COATS DOOR FINISH) THRESHOLD: EXISTING, BED IN SEALANT FRONT AND REAR EDGES - TAPCON INTO STONE SILL	SALVAGE EXISTING OVER - HEAD STOP TO OWNER
3	EAST DORMER/ ATTIC ACCESS - NEW SOLID CORE BIRCH	3'-0" W X 6'-8" H X 1 3/4" D	LHR	WOOD X 5 9/16"	SHEET A-606	PAINT - IEP 2 COATS DUNN-EDWARDS "EVERSHIELD" - FLAT OVER ULTRAGRIP PRIMER	HINGES: 1 1/2 PR HAGER 1279 X US26D 4" X 4" STANDARD BEARING DEADBOLT: SARGENT 470 SERIES X US10B/KEY OUTSIDE WITH SARGENT KEYWAY X THUMBTURN INSIDE DOOR DRIP & SWEEP: PEMKO 345D X PK w/ 314D NEOPRENE DOOR BOTTOM (MORTISE SLIGHTLY - SEAL MORTISE w/ 3 COATS DOOR FINISH) THRESHOLD: PEMKO 2548-D, BED IN SEALANT FRONT AND REAR EDGES	
4	SOUTH DORMER/ ATTIC ACCESS - NEW SOLID CORE BIRCH	3'-0" W X 6'-8" H X 1 3/4" D	RHR	WOOD X 5 9/16"		PAINT - IEP 2 COATS DUNN-EDWARDS "EVERSHIELD" - FLAT OVER ULTRAGRIP PRIMER	HINGES: 1 1/2 PR HAGER 1279 X US26D 4" X 4" STANDARD BEARING DEADBOLT: SARGENT 470 SERIES X US10B/KEY OUTSIDE WITH SARGENT KEYWAY X THUMBTURN INSIDE DOOR DRIP & SWEEP: PEMKO 345D X PK w/ 314D NEOPRENE DOOR BOTTOM (MORTISE SLIGHTLY - SEAL MORTISE w/ 3 COATS DOOR FINISH) THRESHOLD: PEMKO 2548-D, BED IN SEALANT FRONT AND REAR EDGES	
5	WEST DORMER/ ATTIC ACCESS - NEW SOLID CORE BIRCH	3'-0" W X 6'-8" H X 1 3/4" D	RHR	WOOD X 5 9/16"		PAINT - IEP 2 COATS DUNN-EDWARDS "EVERSHIELD" - FLAT OVER ULTRAGRIP PRIMER	HINGES: 1 1/2 PR HAGER 1279 X US26D 4" X 4" STANDARD BEARING DEADBOLT: SARGENT 470 SERIES X US10B/KEY OUTSIDE WITH SARGENT KEYWAY X THUMBTURN INSIDE DOOR DRIP & SWEEP: PEMKO 345D X PK w/ 314D NEOPRENE DOOR BOTTOM (MORTISE SLIGHTLY - SEAL MORTISE w/ 3 COATS DOOR FINISH) THRESHOLD: PEMKO 2548-D, BED IN SEALANT FRONT AND REAR EDGES	
6	ACCESS GRILLE FOR EAST DORMER	VERIFY AT SITE w/FRAME	RHR	STEEL ANGLE OVER EXG. WOOD WINDOW FRAME	SHEET 3/A-301 SHEET A-401 SHEET A-604 SHEET A-606	PAINT - XEP 2 COATS DUNN-EDWARDS "SPARTA SHIELD" - SEMIGLOSS OVER DE - GALVALUME PRIMER	HINGES: 1 1/2 PR 4" X 4" HD STANDARD BEARING STEEL DEADBOLT: SARGENT 470 SERIES X US 10B/KEY OUTSIDE WITH SARGENT KEYWAY X THUMBTURN INSIDE	



EAST ENTRY - INTERIOR ELEVATION (2)
SCALE: 1/2" = 1'-0"



EAST ENTRY - EXTERIOR ELEVATION (2)
SCALE: 1/2" = 1'-0"



WEST ENTRY - INTERIOR ELEVATION (1)
SCALE: 1/2" = 1'-0"

WEST ENTRY - EXTERIOR ELEVATION (1)
SCALE: 1/2" = 1'-0"

DOOR ELEVATIONS AND DOOR SCHEDULE

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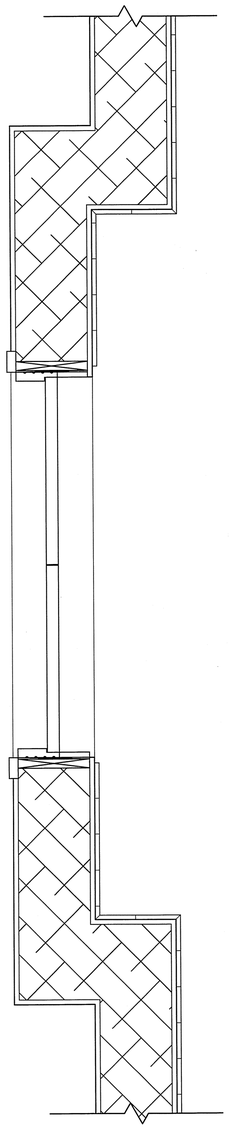
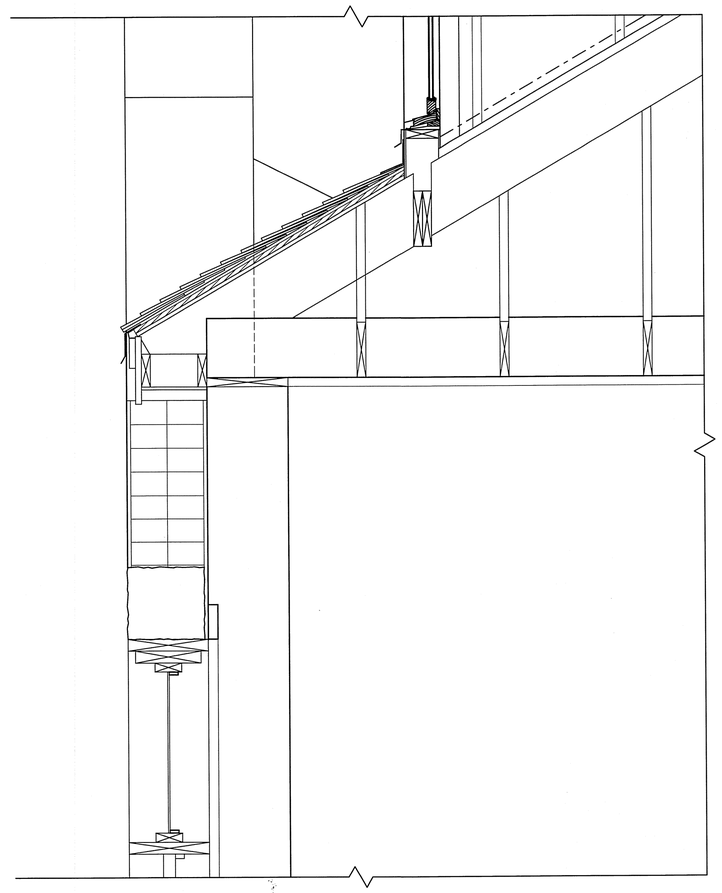
A-601

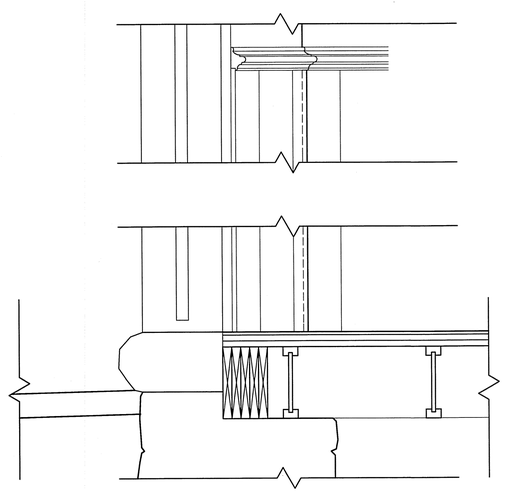
JOB NO. 0606
WATER HISTORY MUSEUM



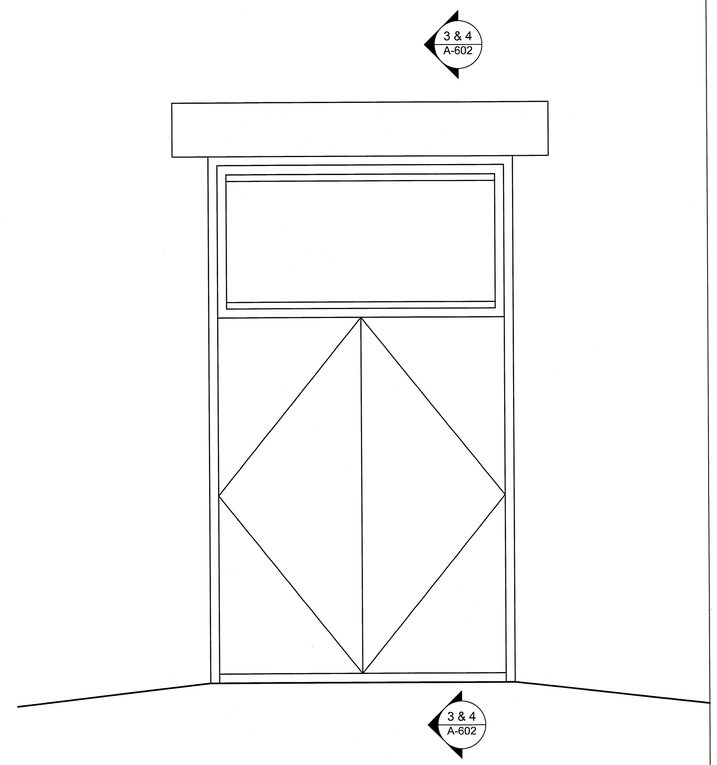
EXISTING - FRONT ENTRY DOOR SECTION DETAIL (5 / A-602)
SCALE: 1" = 1'-0"



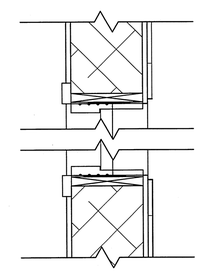
EXISTING - HEADER AT FRONT ENTRY (4 / A-602)
SCALE: 1" = 1'-0"



EXISTING - FOUNDATION AT FRONT ENTRY (3 / A-602)
SCALE: 1" = 1'-0"



DOOR (1) - ENLARGED EXISTING EXTERIOR ELEVATION (1 / A-602)
SCALE: 3/4" = 1'-0"



EXISTING - FRONT ENTRY DOOR JAMB DETAIL (2 / A-602)
SCALE: 1" = 1'-0"

EXISTING ENTRY ELEVATION & DETAILS

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A-602

JOB NO. 0606
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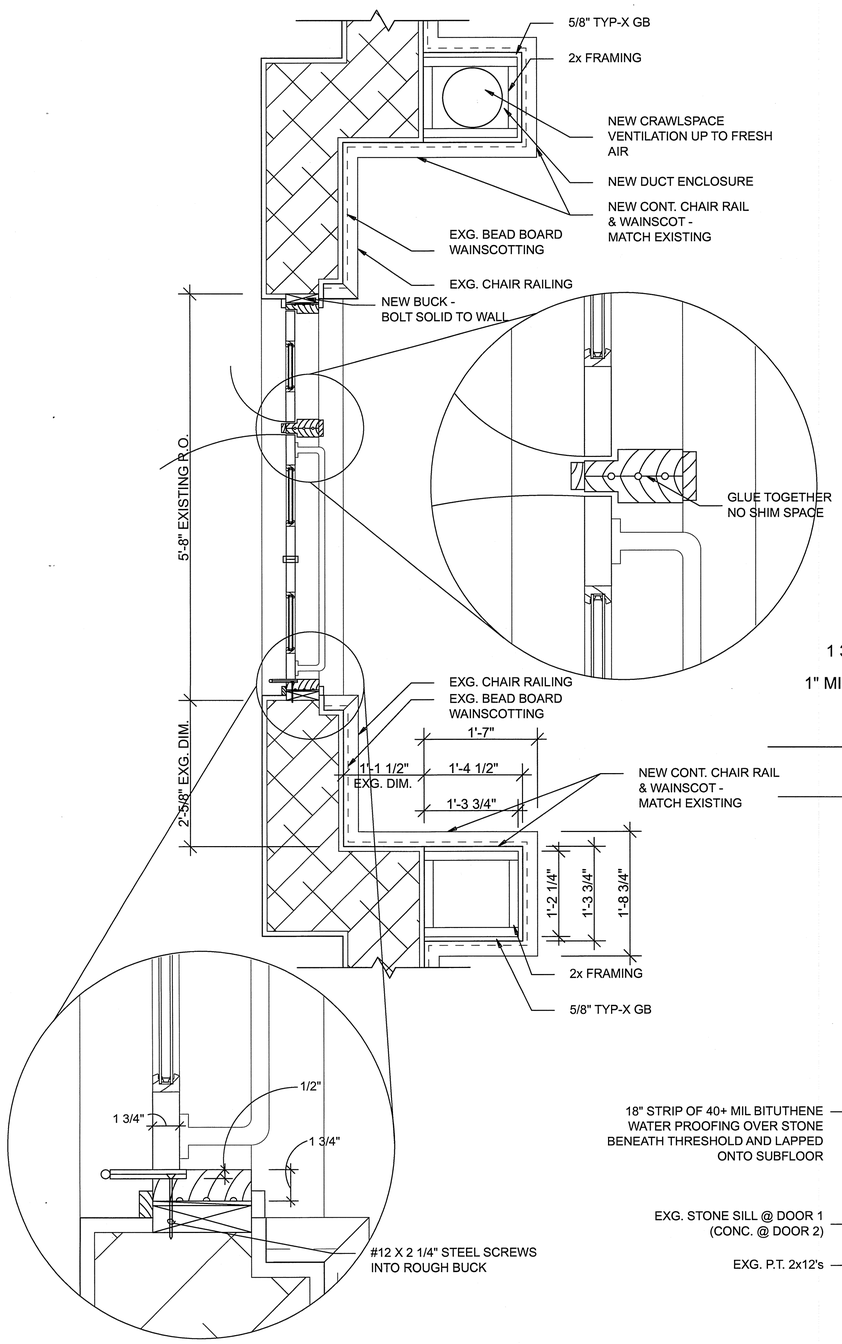
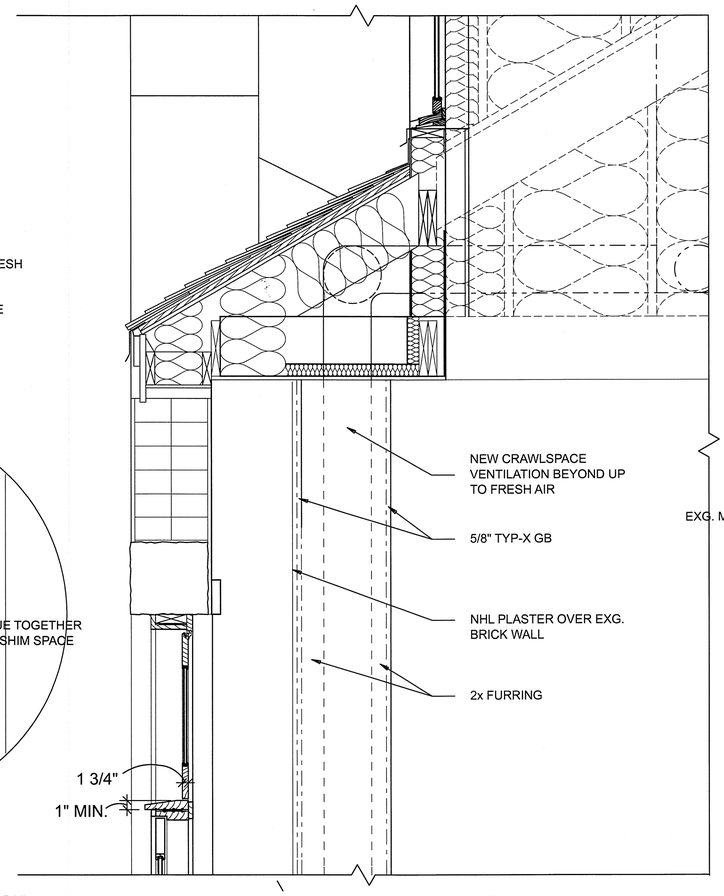
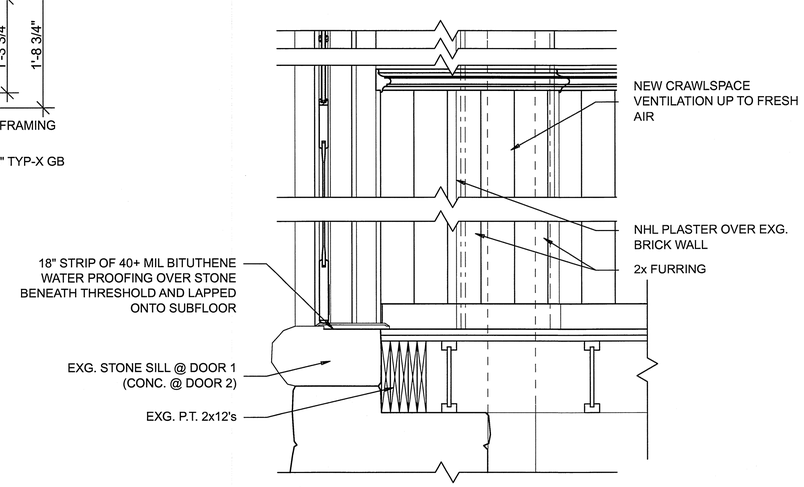


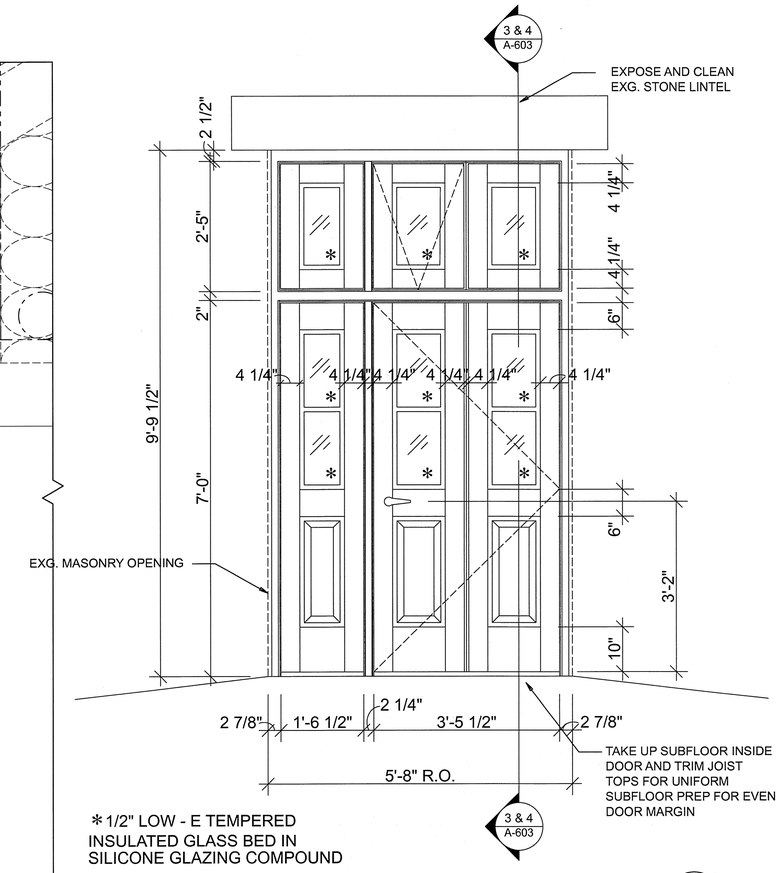
PROPOSED - FRONT ENTRY DOOR JAMB DETAIL (4 / A-603)
SCALE: 1 1/2" = 1'-0"



HEADER & TRANSOM AT PROPOSED ENTRY (3 / A-603)
SCALE: 1" = 1'-0"



PROPOSED THRESHOLD/SILL AT ENTRY (2 / A-603)
SCALE: 1" = 1'-0"



*1/2" LOW - E TEMPERED INSULATED GLASS BED IN SILICONE GLAZING COMPOUND

DOOR (1) - ENLARGED PROPOSED EXTERIOR ELEVATION (1 / A-603)
SCALE: 3/4" = 1'-0"

NOTES:

- DOORS/FRAME/TRANSOM SHALL BE OF CLEAR, KILN-DRIED CENTRAL AMERICAN MAHOGANY.
- AWI - PREMIUM SPECIFICATION - MATERIALS & WORKMANSHIP.
- CO-ORDINATE DOOR UNIT CONSTRUCTION & INSTALLATION w/HARDWARE SHEET A-601.

PROPOSED ENTRY ELEVATION & DETAILS

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A-603

JOB NO. 0606
WATER HISTORY MUSEUM

GENERAL NOTES - WINDOW REHABILITATION - SUBMITTAL REQUIRED OF MATERIALS & METHODS/SUBMITTAL REQUIRED OF EVIDENCE OF CONTRACTOR EXPERIENCE RESTORING HISTORIC WOOD WINDOWS

(1.) CLEAN ALL PARTS OF WINDOWS INSIDE AND OUT OF ALL RESIDUE, DIRT, ETC. (CLEANING INCLUDES DORMER WINDOWS)

(2.) LIGHTLY SAND ALL SURFACES OF HISTORIC WINDOWS A-H, BY HAND, USING 180 GRIT AND USING SANDING SHAPES (DOWELS, SQUARE STICKS, ETC) TO MATCH PROFILES BEING SANDED SO AS NOT TO CHANGE OR ROUND-OFF SURFACES OR EDGES. DO NOT SCRATCH GLASS.

(3.) REMOVE AND REPLACE LOOSE PINNING DOWELS AT JOINTS OF SASH - APPLY SMALL AMOUNT OF EXTERIOR WATERPROOF GLUE TO TIP OF PIN DOWEL BEFORE DRIVING.

(4.) PERFORM REHABILITATION WORK - SEE SCHEDULE BELOW.

(5.) REMOVE PILE WEATHERSTRIPPING AND REPLACE WITH SILICONE BULB AND FIN TUBE-SEAL WEATHERSTRIPPING (DARK BROWN) IN EXISTING GROOVE (REPLACE PARTING STOPS AS NECESSARY) FOR UPPER SASH AND IN NEW GROOVE OF EXISTING INTERIOR APPLIED STOPS.

(6.) SEAL TOP OF FRAME TO HEAD STONE AND FRAME SIDES TO PLASTER EDGES AND SILLS TO SILL STONES WITH CHEMLINK PAINTABLE CLEAR SEALANT.

NOTE: MOULDING KNIVES FOR INTERIOR STOP AND EXTERIOR OGEE MAY STILL BE AVAILABLE AT MOULDING SPECIALTIES IN ALBUQUERQUE.

SCHEDULE FOR WINDOW REHABILITATION AND MODIFICATION

MARK ⬡	SIZE	TYPE	WORK DESCRIPTION - ALSO SEE GENERAL NOTE ITEMS FOR ALL HISTORIC WINDOWS	FINISH INT	FINISH EXT	HARDWARE
A	3'-1" W X 6'-11"H EXISTING (WEST WALL - NORTH)	EXISTING WOOD DOUBLE HUNG WINDOWS	REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
B	3'-1" W X 6'-11"H EXISTING (NORTH WALL - WEST)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
C	3'-1" W X 6'-11"H EXISTING (NORTH WALL - EAST)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
D	3'-1" W X 6'-11"H EXISTING (EAST WALL - NORTH)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR REMOVE AND REPLACE PUTTY AT BOTTOM RAIL OF UPPER SASH	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
E	3'-1" W X 6'-11"H EXISTING (EAST WALL - SOUTH)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR REPAIR PUTTY	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK CLEAN BEHIND EXTERIOR LOWER RIGHT CASING ADJUST EXTERIOR TRIM AND SET TO SOLID WOOD
F	3'-1" W X 6'-11"H EXISTING (SOUTH WALL - EAST)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
G	3'-1" W X 6'-11"H EXISTING (SOUTH WALL - WEST)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR WORK TOP OF SILL TO PROVIDE ABOUT 1/4" MORE SLOPE	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
H	3'-1" W X 6'-11"H EXISTING (WEST WALL - SOUTH)		REPLACE SILL WITH NEW CERTIFIED AFRICAN MAHOGANY SILL WITH MORE SLOPE TO EXTERIOR	ST	ST	NEW PHELPS SASH KEY LOCKING LOCK
J	37 3/8" W X 54" H EXISTING (EAST DORMER)	EXISTING JELDWEN CUSTOM CWD 3754	REMOVE UPPER AND LOWER SASH SEE DETAIL SHEET A-606 FOR INSTALLATION OF VENTILATION GRILLE WITHIN EXISTING WINDOW FRAME	XEP FRAME	XEP FRAME	SALVAGE REMOVED SASH TO OWNER - LEAVE IN ATTIC
K	37 3/8" W X 54" H EXISTING (SOUTH DORMER)	EXISTING JELDWEN CUSTOM CWD 3754	CLEAN INSIDE AND OUT. PAINT FRAME AND SASH (MATCH EXG. COLOR).	IEP	XEP	
L	37 3/8" W X 54" H EXISTING (WEST DORMER)	EXISTING JELDWEN CUSTOM CWD 3754	CLEAN INSIDE AND OUT. PAINT FRAME AND SASH (MATCH EXG. COLOR).	IEP	XEP	

NOTES:
ST - FULL BODIED STAIN - DUNN EDWARDS W704V ACRIFLAT U, TINT: 04-4Y0, 08-16, 13-4Y24, 14-2Y16
IEP - INTERIOR ENAMEL PAINT - DUNN EDWARDS PERMASHEEN (SEMI-GLOSS) OVER FACTORY-APPLIED PRIMER - ONE COAT
XEP - EXTERIOR ENAMEL PAINT - DUNN EDWARDS PERMASHEEN (SEMI GLOSS) OVER FACTORY APPLIED PRIMER. - TWO COATS

COLORS SHALL BE SELECTED BY ARCHITECT. PAINT-OUT SAMPLES REQUIRED

WINDOW REHABILITATION SCHEDULE

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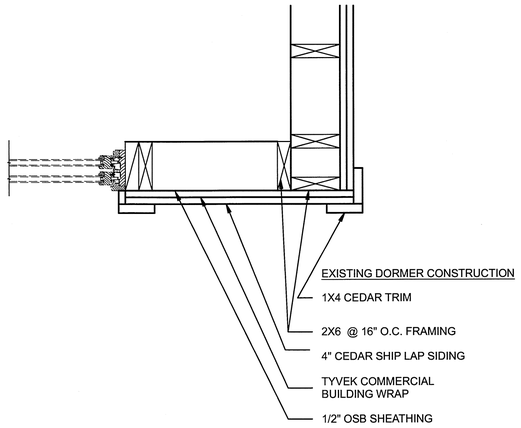
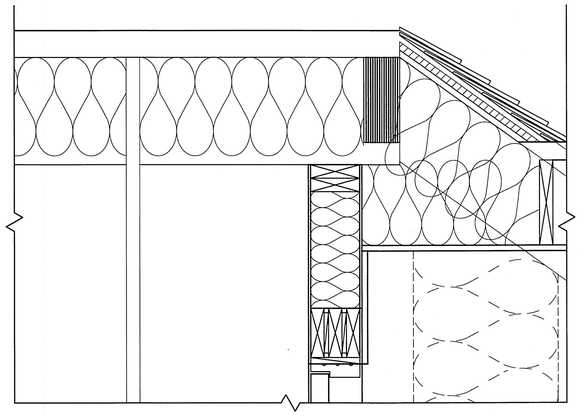
A-604

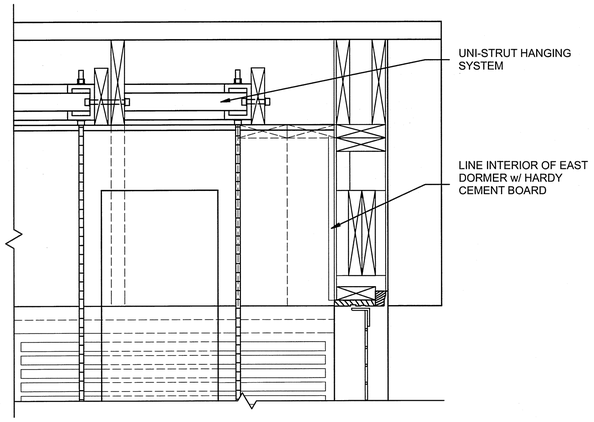
JOB NO. 0606
WATER HISTORY MUSEUM



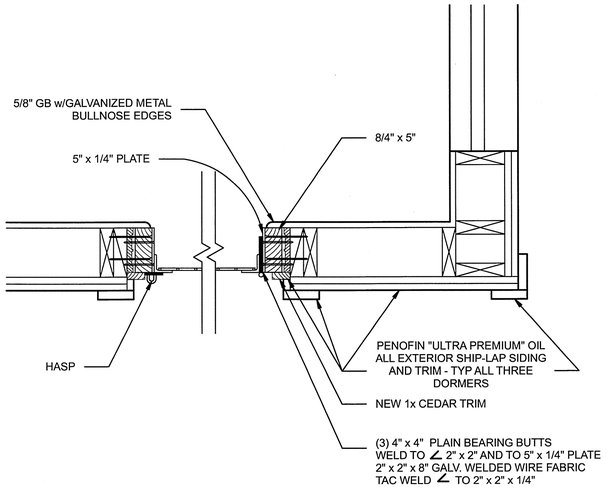
EXISTING EAST DORMER WINDOW DETAIL (1 / A-606)
SCALE: 1 1/2" = 1'-0"



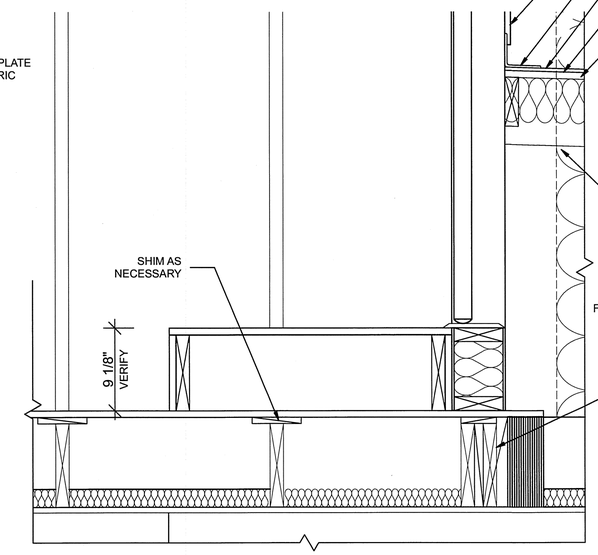
EAST DORMER DETAIL AT DOOR HEADER (3 / A-606)
SCALE: 1 1/2" = 1'-0"



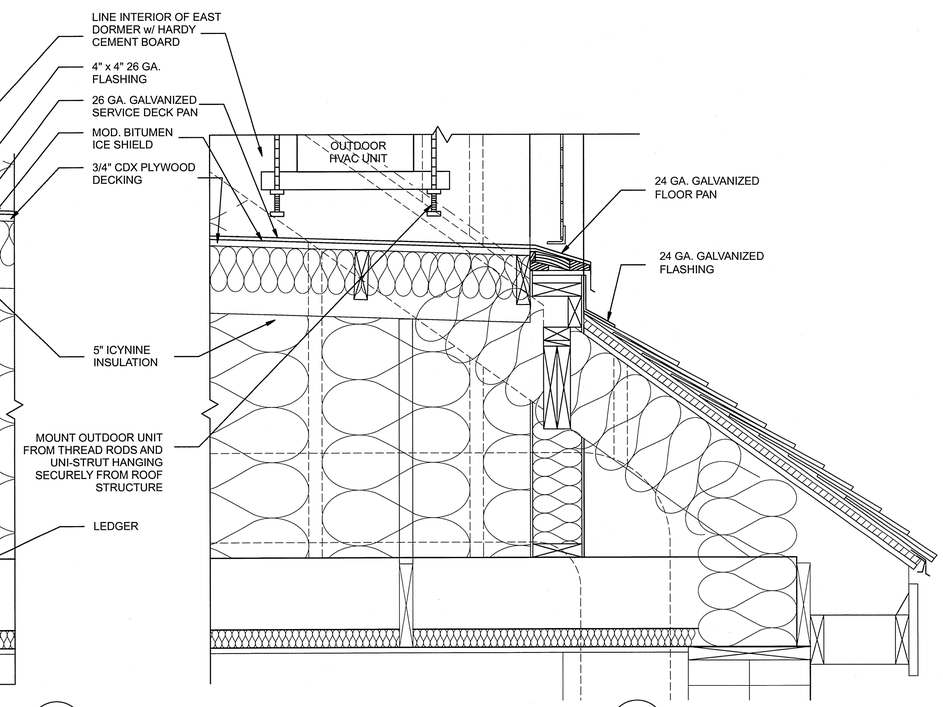
EAST DORMER WINDOW DETAIL AT HEADER (4 / A-606)
SCALE: 1 1/2" = 1'-0"



PROPOSED EAST DORMER WINDOW DETAIL (2 / A-606)
SCALE: 1 1/2" = 1'-0"



EAST DORMER DETAIL AT DOOR SILL (6 / A-606)
SCALE: 1 1/2" = 1'-0"



EAST DORMER WINDOW DETAIL AT SILL (5 / A-606)
SCALE: 1 1/2" = 1'-0"

ENLARGED EAST DORMER WINDOW DETAILS

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A-606

JOB NO. 0606
WATER HISTORY MUSEUM

WATER HISTORY PARK AND MUSEUM - STRUCTURAL NOTES

1. CODES AND STANDARDS

FOLLOW ALL RELATED STRUCTURAL REQUIREMENTS AS FOUND IN THE: 2009 IBC; AND THE: 2009 NEW MEXICO BUILDING CODE, TITLE 14, CHAPTER 7, PARTS 2-8.
THE FOLLOWING STANDARDS ARE AS REFERENCED IN THE 2009 IBC:

REINFORCED CONCRETE:	ACI 318-08
MASONRY:	ACI 530/ASCE5/TMS 402
STRUCTURAL STEEL:	AISC LRFD, AISC HSS, AISC 335
COLD FORMED STEEL:	AISI NASPEC
ALUMINUM :	AA ADM
SHEATHING:	APA PDS (PLUS SUPPLEMENTS)
DESIGN LOADS:	ASCE 7-05
WELDING:	AWS D1.1, D1.3, D1.4
WOOD:	NDS 2005 EDITION

2. LIVE LOAD

FOLLOW ALL CODE RELATED STRUCTURAL REQUIREMENTS AS FOUND IN THE 2009 IBC AND THE CURRENT STATE OF NEW MEXICO BUILDING CODE FOR PROPER INSTALLATION OF ALL MEMBERS.
ROOF LIVE LOAD: SEE SEC. 1607.11.2.1. THROUGH 1607.11.2.4 (2009 IBC) MIN. ROOF LIVE LOAD = 20 PSF
FLOOR LIVE LOAD: SEE TABLE 1607.1 2009 IBC

3. SNOW LOAD

GROUND SNOW LOAD, Pg =35 PSF

4. WIND LOADS (WIND DESIGN DATA)

BASIC WIND SPEED (3-SECOND GUST) = 90 mph
BUILDING CATEGORY = II
WIND IMPORTANCE FACTOR, Iw=1.0
EXPOSURE CATEGORY= EXPOSURE C

5. SEISMIC LOADS

SEISMIC IMPORTANCE FACTOR =1.0
SEISMIC USE GROUP =1
SITE CLASS= D
SEISMIC DESIGN CATEGORY = C
BASIC SEISMIC-FORCE-RESISTING-SYSTEM
= EXIST. UNREINFORCED MASONRY SHEAR WALLS

6. CONTRACTOR, VERIFY DIMENSIONS BEFORE PROCEEDING WITH WORK. THE CONTRACTOR SHALL COORDINATE STRUCTURAL DRAWINGS WITH OTHER DRAWINGS FOR INDIVIDUAL ITEMS. DISCREPANCIES UNCOVERED, IF ANY, SHALL BE REPORTED IN WRITING BEFORE PROCEEDING WITH THE WORK, SO PROPER ADJUSTMENTS CAN BE MADE. ALTHOUGH PLANS AND DETAILS ARE DRAWN AT STANDARD SCALES, DO NOT SCALE DRAWINGS.

7. SEE DRAWINGS OTHER THAN STRUCTURAL FOR: TYPES OF FLOOR FINISH AND THEIR LOCATION, DEPRESSIONS IN FLOOR SLABS, OPENINGS IN WALLS AND FLOORS REQUIRED BY ARCHITECTURAL AND MECHANICAL FEATURES, PAVING, WALKS, RAMPS, CURBS, ETC.

8. HOLES AND OPENINGS THROUGH WALLS AND FLOORS FOR DUCTS, PIPING, DRAINS AND VENTILATION SHALL BE CHECKED BY THE CONTRACTOR WHO SHALL VERIFY SIZES AND LOCATION OF SUCH HOLES OR OPENINGS WITH PLUMBING, HEATING, VENTILATING AND ELECTRICAL DRAWINGS AND THE RESPECTIVE SUBCONTRACTORS. STRUCTURAL ENGINEER SHALL BE ADVISED OF ALL PROPOSED PENETRATIONS PRIOR TO INSTALLATION

9. IF CERTAIN FEATURES ARE NOT FULLY SHOWN OR CALLED FOR ON THE DRAWINGS OR SPECIFICATIONS, THEIR CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS FOR SIMILAR CONDITIONS THAT ARE SHOWN OR CALLED FOR. WHEN THE DRAWINGS CONFLICT ON ANY ITEM, THE MOST STRINGENT SHALL APPLY.

10. SOILS, FOUNDATIONS AND FOOTINGS

OWNER SHALL HAVE A PROFESSIONAL GEOTECHNICAL ENGINEER VERIFY THAT ALL SITE SOILS OR ENGINEERED FILL SUPPORTING ALL PARTS OF THE STRUCTURE:
ARE CAPABLE OF SUPPORTING A CONVENTIONAL SPREAD FOOTING SYSTEM AND A CONVENTIONAL SLAB-ON -GRADE.
ARE NON-EXPANSIVE, AND NOT SUBJECT TO VOLUMETRIC CHANGES DEPENDENT ON MOISTURE CONTENT.
ARE CAPABLE OF SUPPORTING ALL BUILDING LOADS.
ARE CAPABLE OF AN ALLOWABLE BEARING PRESSURE OF 1500 POUNDS PER SQUARE FOOT.
ARE CONSISTENT AND OF UNIFORM TYPE AND BEARING CONDITIONS
A PORTION OF THE FOUNDATION SHALL NOT BE PLACED ON NATURAL ROCK WHEN ANOTHER PORTION OF THE BUILDING IS PLACED ON STRUCTURAL FILL. IF ENGINEERED FILL IS USED IT SHALL BE PLACED UNDER THE DIRECTION OF A PROFESSIONAL GEOTECHNICAL ENGINEER, WITH QUALITY NON-EXPANSIVE MATERIALS AND APPROPRIATE PLACEMENT IN SUITABLE LIFTS WITH APPROPRIATE MOISTURE CONTENT. ENGINEERED FILL SHALL BE TESTED ACCORDING TO ACCEPTED ENGINEERING PRACTICES FOR DENSITY AND MOISTURE CONTENT. LOCAL ON-SITE SOILS SHALL NOT BE BLENDED WITH ENGINEERED FILL WITHOUT THE EXPRESSED PERMISSION OF A PROFESSIONAL GEOTECHNICAL ENGINEER. FILL SOILS MUST YIELD A NON-EXPANSIVE RELATIVELY IMPERMEABLE BUILDING PAD. IF UNUSUAL OR UNEXPECTED SOIL CONDITIONS ARE ENCOUNTERED DURING EXCAVATION OR DURING THE CONSTRUCTION OF THE BUILDING, A PROFESSIONAL GEOTECHNICAL ENGINEER SHALL BE CONSULTED IMMEDIATELY. BOTTOMS OF SPREAD FOOTINGS SHALL BE PLACED BELOW THE LOCAL FROST LINE, OWNER SHALL VERIFY WITH LOCAL BUILDING OFFICIALS DEPTH OF LOCAL FROST LINE. CENTER FOOTINGS UNDER COLUMNS AND WALLS UNLESS SHOWN OTHERWISE ON DRAWINGS. PROVIDE FRENCH DRAINS TO DAYLIGHT AS NECESSARY AT FOOTINGS FOR BUILDINGS AND RETAINING WALLS. POSITIVE DRAINAGE OF AT LEAST ¼" PER FOOT SHALL BE PROVIDED AROUND BUILDING PERIMETERS. EVERY EFFORT SHALL BE MADE TO PREVENT BUILDING FOUNDATIONS FROM MOISTURE FLUCTUATIONS. IT IS RECOMMENDED THAT PLANTINGS AND GARDENS ADJACENT TO BUILDING FOUNDATIONS BE AVOIDED. ROOF DRAINAGE SHALL NOT DISCHARGE DIRECTLY TO THE GROUND ADJACENT TO BUILDING FOUNDATIONS.

11. STRUCTURAL STEEL AND MISCELLANEOUS

STEEL: ANCHOR RODS: A307; STRUCTURAL CONNECTIONS: A-325, ANGLES, PLATES AND BAR: ASTM A36, W-SECTIONS: GRADE A992,
TUBE STEEL - RECTANGULAR HSS,
HOLLOW STRUCTURAL STEEL - A500 GRADE B - 46;
ROUND HSS, HOLLOW STRUCTURAL STEEL - A500 GRADE B - 42;
STEEL PIPE - A53 GRADE B -35;

COMPLY WITH A.I.S.C. SPECIFICATIONS FOR DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION. ALL MEMBERS NOTED CONTINUOUS ARE TO BE SPLICED TO DEVELOP THE FULL STRENGTH OF THE MATERIAL. USE E70 ELECTRODES W/ MINIMUM TENSILE STRENGTH = 70 KSI = FEXX

NOTE: ALL STRUCTURAL STEEL SHOP DRAWINGS MUST BE PROVIDED TO DRUC ENGINEERING PRIOR TO ORDERING MATERIALS.

12. CMU MASONRY:

PLACE (1) #5 HORIZONTAL AT TOP OF WALL IN BOND BEAM COURSE, AND AT MIDHEIGHT IN BOND BEAM COURSE OR AS PER DETAILS. USE HORIZONTAL DUR-O-WAL WIRE REINFORCEMENT, IN MORTAR JOINTS AT 16" O.C. BETWEEN BOND BEAM COURSES, ALSO PROVIDE #4'S VERTICAL AT 3 CELLS EACH SIDE OF ALL OPENINGS, 2 CELLS AT END OF WALL RUNS, AND 3 CELLS AT ALL CORNERS. PROVIDE CORNER BARS AT WALL INTERSECTIONS. LAP VERTICAL, CONTINUOUS, AND CORNER BARS 48 BAR DIA.(GR 60), 40 BAR DIA.(GR 40) OR AS PER DETAILS.
REINFORCING: ASTM A 615, GRADE 60. GROUT ALL CELLS CONTAINING REINFORCING STEEL AND ALL CELLS BELOW GRADE.

GROUT:	F'C =2000 PSI AT 28 DAYS
CMU:	F'M =1500 PSI
MORTAR:	TYPE 'S', 1800 PSI AT 28 DAYS (1 LIME/ 2 CEMENT/ 8 SAND)

13. CONCRETE:

MIN. COMPRESSIVE STRENGTH, f'c = 3,500 psi AT 28 DAYS
REINFORCING: ASTM A 615, GRADE 40 FOR #5 BARS OR SMALLER, SEE MECH. & ELEC. DRAWINGS FOR OPENINGS, CHASES, INSERTS, CHAMFERS, ETC. BEFORE PLACING CONCRETE. PROVIDE KEYS & DOWELS AT ALL COLD JOINTS. PROVIDE CORNER BARS AND SPLICES WITH MIN. 32 BAR DIA. LAP (16" MIN.)CHAMFER ALL CORNERS.

CLEAR CONCRETE COVER: (BETWEEN REINFORCING AND CONCRETE SURFACE)
CONCRETE CAST AGAINST EARTH: BOTTOM AND SIDES OF FOOTINGS: 3"
FORMED SURFACES EXPOSED TO EARTH OR WEATHER:
#5 AND SMALLER: 1-1/2"; #6 AND LARGER: 2".
NOT EXPOSED TO EARTH OR WEATHER:
SLABS AND WALLS: 3/4",
BEAMS AND COLUMNS: 1½"

14. STRUCTURAL WOOD

2x & 4x DIMENSIONAL LUMBER AND VIGAS: HEM-FIR #2, OR S-P-F #2;
SOLID POSTS: HEM FIR #1 OR AS SHOWN ON DRAWINGS;
BUILT UP POSTS, HEADERS AND WALL STUDS: HEM-FIR #2 OR S-P-F #2, OR EQUIVALENT AS NOTED ON PROJECT DOCUMENTS, MAXIMUM MOISTURE CONTENT SHALL NOT EXCEED 19%. NO STRUCTURAL MEMBER CAN BE CUT OR NOTCHED WITHOUT THE PRIOR APPROVAL OF NEW MEXICO STRUCTURAL ENGINEER.
MINIMUM ALLOWABLE STRESS FOR
SPRUCE PINE FIR (SOUTH) #1: BEAMS & STRINGERS
Fb = 900 psi, Fv = 125 psi, E = 1,200,000 psi
SPRUCE PINE FIR (SOUTH) #1: POSTS & TIMBERS
Fb = 800 psi, Fv = 125 psi, E = 1,200,000 psi
SPRUCE PINE FIR (SOUTH) #2
Fb = 775 psi, Fv = 135 psi, E = 1,100,000 psi

DOUGLAS FIR / LARCH #1: BEAMS & STRINGERS
Fb = 1350 psi, Fv = 170 psi, E = 1,600,000 psi
DOUGLAS FIR / LARCH #1: POSTS & TIMBERS
Fb = 1270 psi, Fv = 170 psi, E = 1,600,000 psi
DOUGLAS FIR / LARCH #2 (2" - 4" THICK)
Fb = 900 psi, Fv = 180 psi, E = 1,600,000 psi

(FROM TABLE 4A & 4D NDS 2005):

15. ANCHORING:

EPOXY - FOLLOW ALL GUIDELINES OF SIMPSON SET XP OR HILTI EPOXY SYSTEM. MINIMUM EMBEDMENT FOR RODS IS 6".

16. LAMINATED VENEER LUMBER (LVL - VERSALAM)

1¾" WIDE (AND BUILT-UP LVL BEAMS)

MIN. ALLOWABLE STRESS
(from BOISE CASCADE EWP WESTERN SPECIFIER'S GUIDE 1/11/13)

E = 2,000,000 psi	FT = 1,950 PSI	FC⊥ = 750 PSI
Fb= 2,800 psi	FV = 285 PSI	FC∥ = 3,000 PSI

3½" WIDE AND GREATER BEAMS

MIN. ALLOWABLE STRESS
(from BOISE CASCADE EWP WESTERN SPECIFIER'S GUIDE 1/11/13)

E = 2,000,000 psi	FT = 1,950 PSI	FC⊥ = 750 PSI
Fb= 3,100 psi	FV = 285 PSI	FC∥ = 3,000 PSI

LVL COLUMNS

MIN. ALLOWABLE STRESS
(from BOISE CASCADE EWP WESTERN SPECIFIER'S GUIDE 1/11/13)

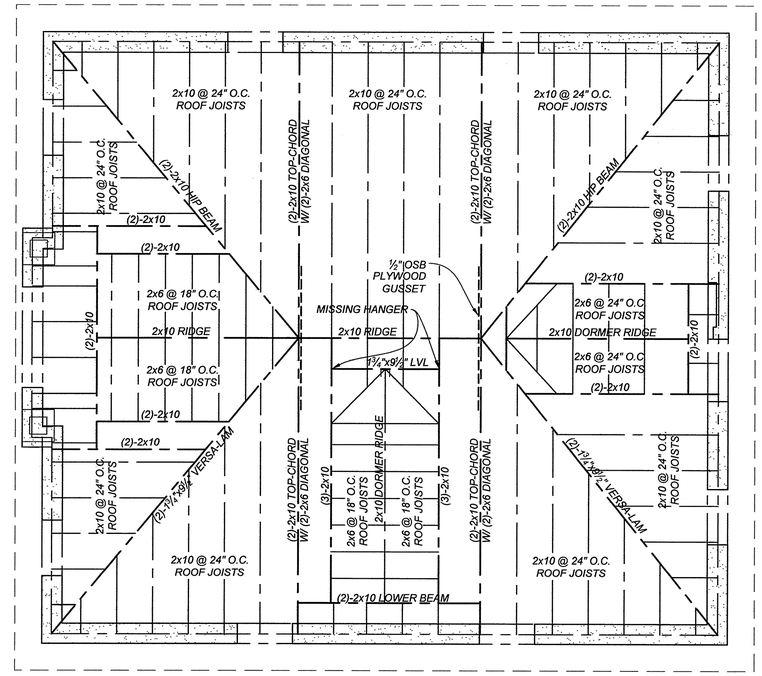
E=1,700,000 PSI	FT = 1,500 PSI	FC⊥ = 750 PSI
Fb = 2,650 PSI	FV = 285 PSI	FC∥ = 3,000 PSI

17. SHEATHING

*SEE DECK NOTES FOR ADDITIONAL NOTES AND PLACEMENT
PLYWOOD OR OSB
EXPOSURE 1,
FLOOR SHEATHING: MINIMUM THICKNESS= 23/32"
WALL SHEATHING: MINUMUM THICKNESS 15/32"
ROOF SHEATHING: MINIMUM SPAN RATING 40-20 MINIMUM THICKNESS 19/32"
PROVIDE 1/8" GAP AROUND PANEL EDGES AS PER MANF. SPEC.
8d NAILS - SPACING AT PANEL EDGES: 6" o.c.
SPACING AT INTERMEDIATE FRAMING: 12" o.c.

18. METAL CONNECTING DEVICES

AS MANUFACTURED BY "SIMPSON" OR APPROVED EQUAL OR AS SHOWN ON PROJECT DOCUMENTS. SUBSTITUTION SHALL NOT BE MADE UNLESS APPROVED BY ENGINEER. WHERE NAILS ARE NOT SUPPLIED BY MFR., USE MAX. SIZE NAIL.



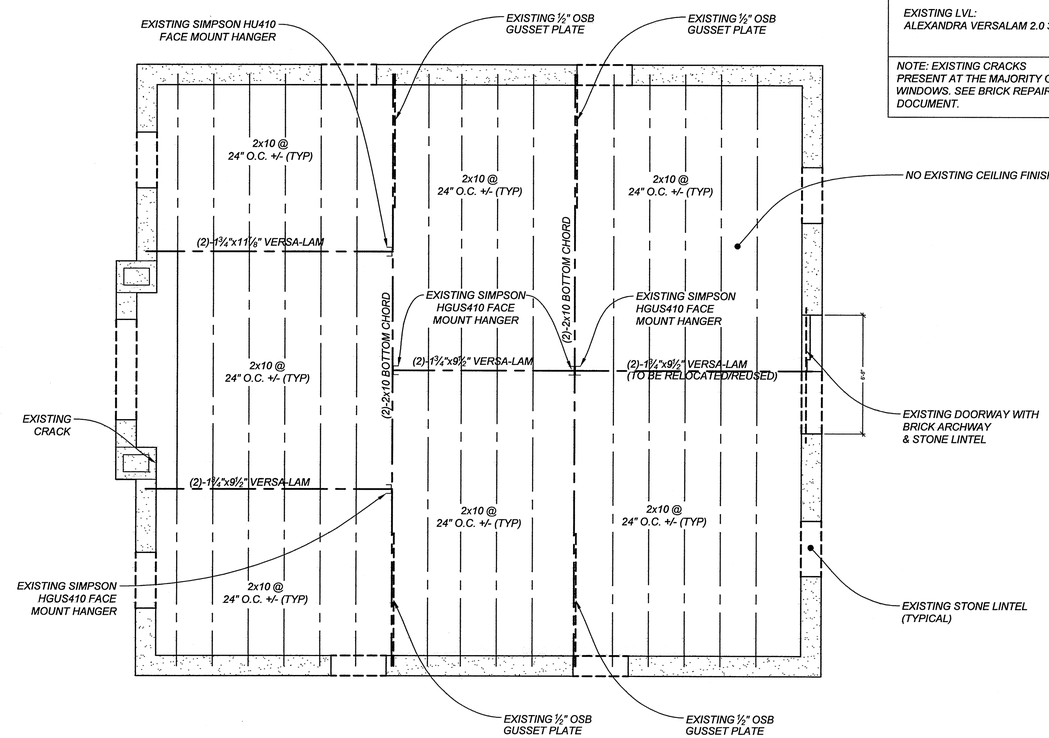
1 / S2 EXISTING ROOF FRAMING PLAN
SCALE: ¼"=1'-0"

N

ROOF LL=30 PSF (SNOW)
CEILING LL=20 PSF (STORAGE)

EXISTING LVL:
ALEXANDRA VERSALAM 2.0 3100

NOTE: EXISTING CRACKS PRESENT AT THE MAJORITY OF WINDOWS. SEE BRICK REPAIR DOCUMENT.



1 / S1 EXISTING CEILING FRAMING PLAN
SCALE: ¼"=1'-0"

N

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DATE: 04.14.15
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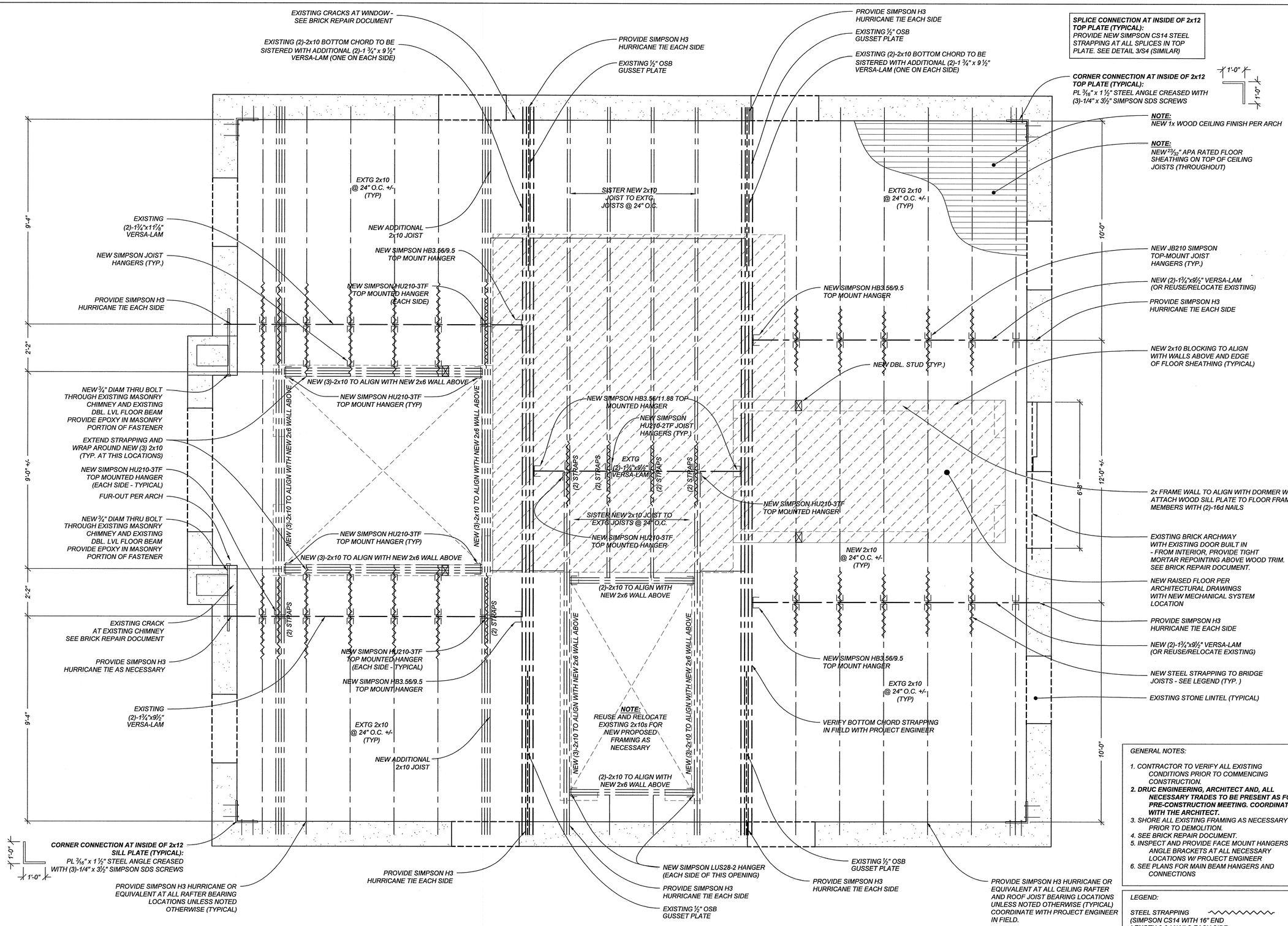
JOB #: 15001

STRUCTURAL PLANS

SHEET S1
SHEET 1 OF 4



1 / S1 PROPOSED CEILING JOIST FRAMING PLAN
SCALE: ½"=1'-0"

GENERAL NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.
2. **DRUC ENGINEERING, ARCHITECT AND, ALL NECESSARY TRADES TO BE PRESENT AS FOR PRE-CONSTRUCTION MEETING. COORDINATE WITH THE ARCHITECT.**
3. SHORE ALL EXISTING FRAMING AS NECESSARY PRIOR TO DEMOLITION.
4. SEE BRICK REPAIR DOCUMENT.
5. INSPECT AND PROVIDE FACE MOUNT HANGERS OR ANGLE BRACKETS AT ALL NECESSARY LOCATIONS W/ PROJECT ENGINEER
6. SEE PLANS FOR MAIN BEAM HANGERS AND CONNECTIONS

LEGEND:

STEEL STRAPPING (SIMPSON CS14 WITH 16" END LENGTH & 8d NAILS EACH SIDE ASSUME SINGLE STRAP UNLESS NOTED OTHERWISE

NEW ACCESS FLOOR

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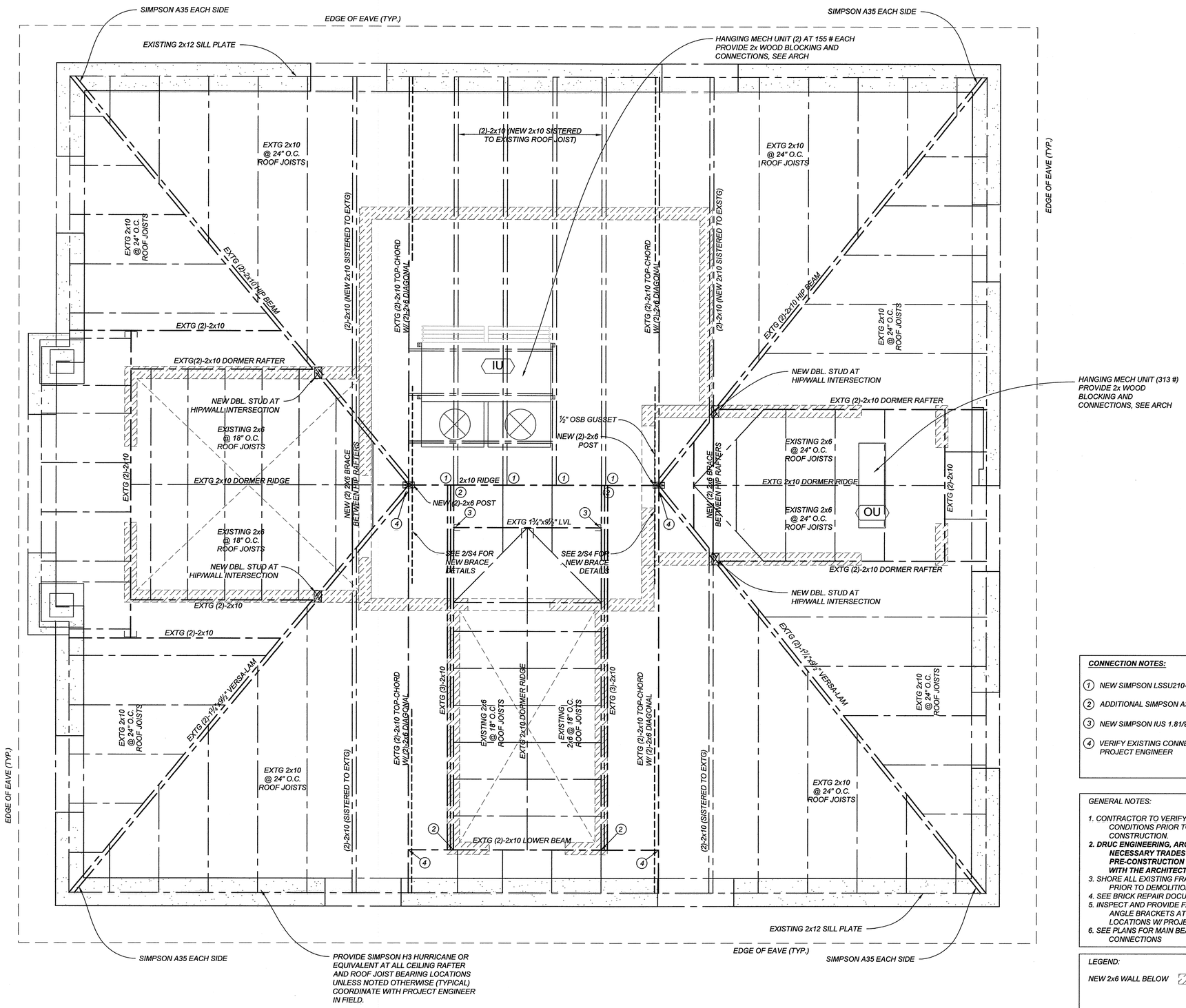
STRUCTURAL PLANS

SHEET S2
SHEET 2 OF 4



1 / S2 PROPOSED ROOF FRAMING PLAN

SCALE: ½"=1'-0"

N

CONNECTION NOTES:

1. NEW SIMPSON LSSU210-2 SLOPED HANGER
2. ADDITIONAL SIMPSON A35 ANGLE CLIP EACH SIDE
3. NEW SIMPSON IUS 1.81/9.5 FACE MOUNT HANGER
4. VERIFY EXISTING CONNECTIONS IN FIELD WITH PROJECT ENGINEER

GENERAL NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.
2. **DRUC ENGINEERING, ARCHITECT AND, ALL NECESSARY TRADES TO BE PRESENT AS FOR PRE-CONSTRUCTION MEETING. COORDINATE WITH THE ARCHITECT.**
3. SHORE ALL EXISTING FRAMING AS NECESSARY PRIOR TO DEMOLITION.
4. SEE BRICK REPAIR DOCUMENT.
5. INSPECT AND PROVIDE FACE MOUNT HANGERS OR ANGLE BRACKETS AT ALL NECESSARY LOCATIONS W/ PROJECT ENGINEER
6. SEE PLANS FOR MAIN BEAM HANGERS AND CONNECTIONS

LEGEND:

NEW 2x6 WALL BELOW

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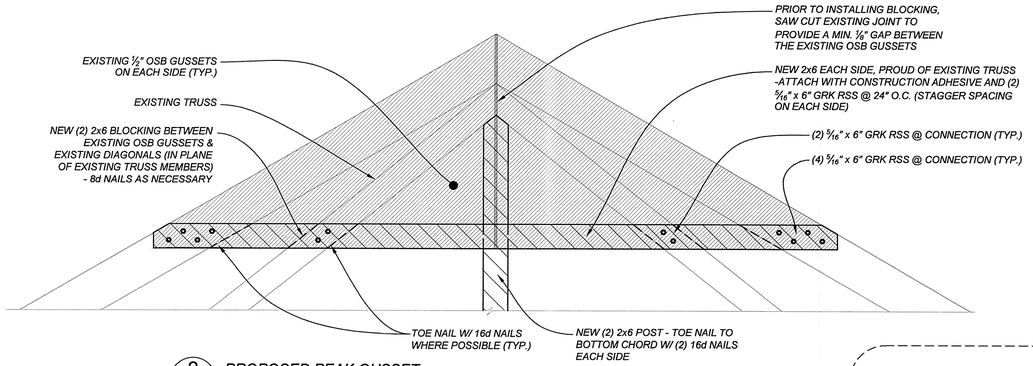
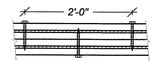
STRUCTURAL PLANS

SHEET S3

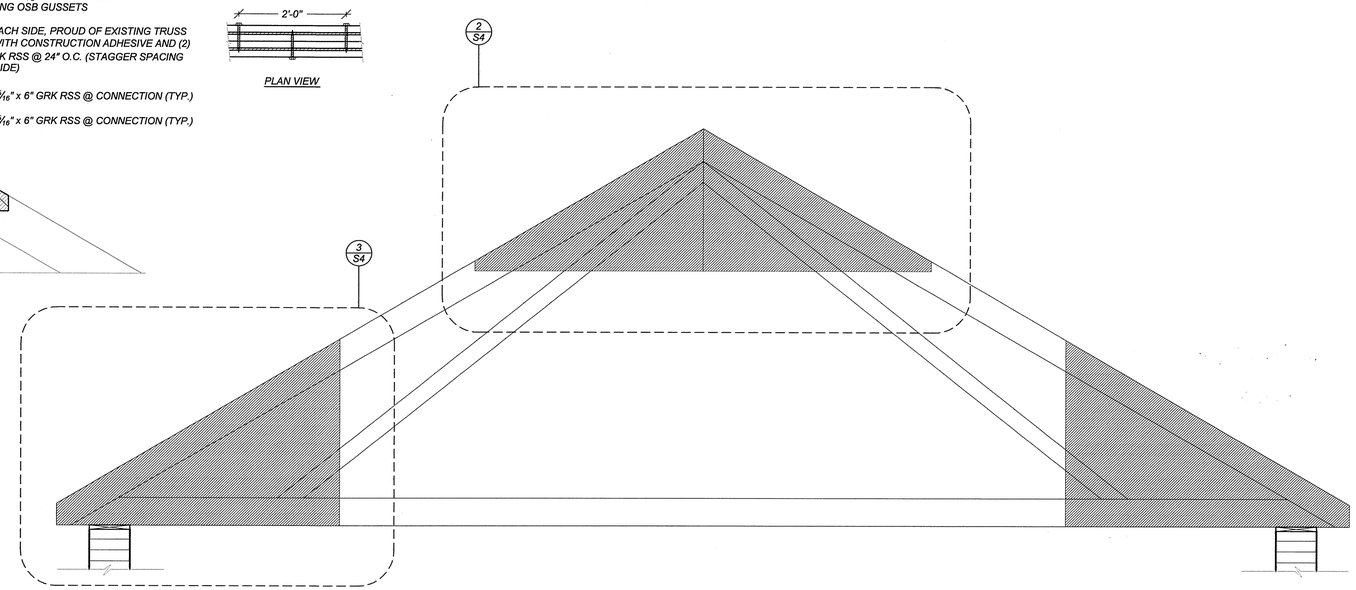
SHEET 3 OF 4



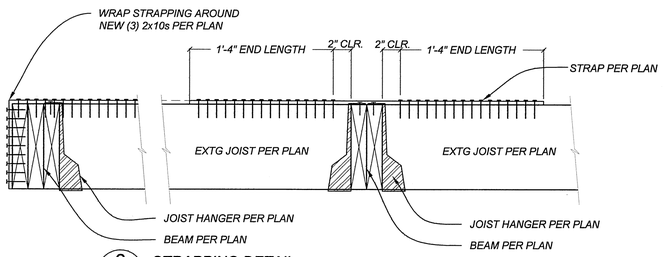
2 S4 PROPOSED PEAK GUSSET
SCALE: ¾"=1'-0"



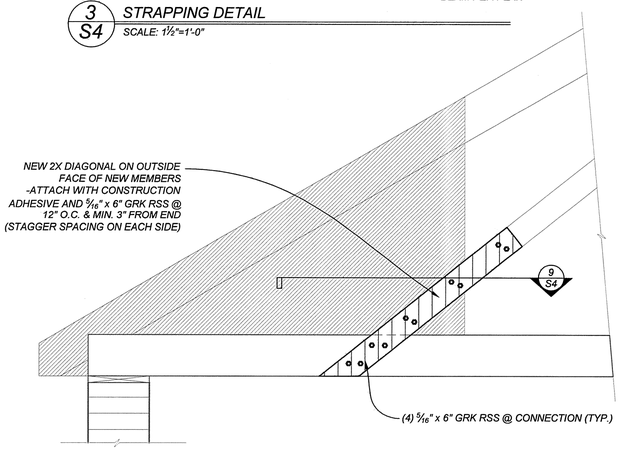
PLAN VIEW



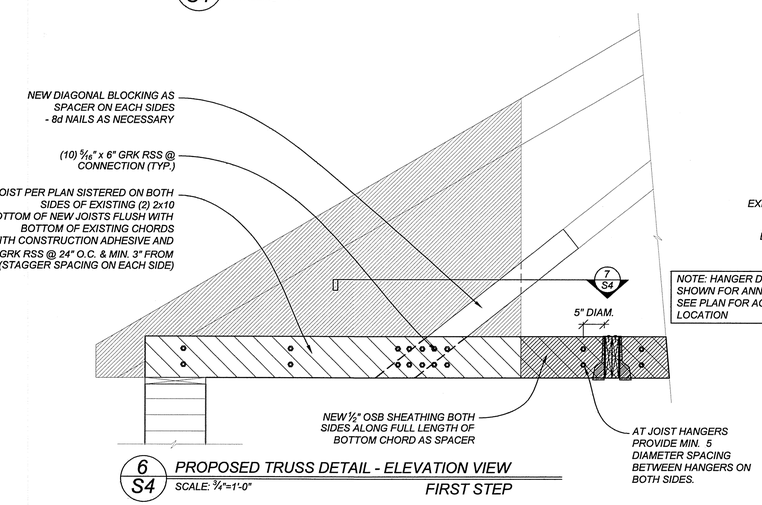
1 S4 EXISTING TRUSS PROFILE
SCALE: ½"=1'-0"



3 S4 STRAPPING DETAIL
SCALE: 1½"=1'-0"

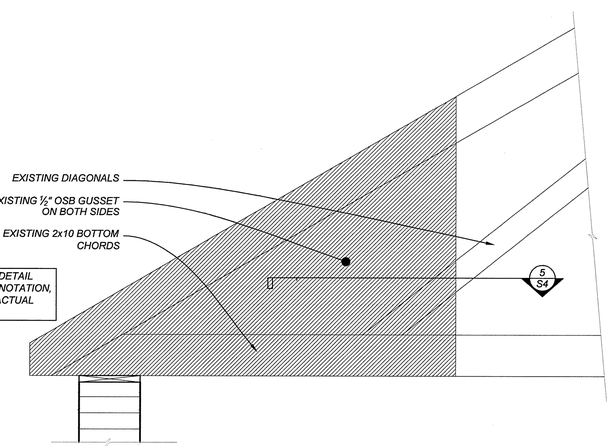


8 S4 PROPOSED TRUSS DETAIL - ELEVATION VIEW
SCALE: ¾"=1'-0"
FINAL STEP



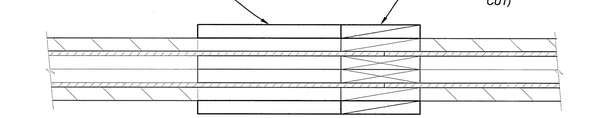
NOTE: HANGER DETAIL SHOWN FOR ANNOTATION, SEE PLAN FOR ACTUAL LOCATION

6 S4 PROPOSED TRUSS DETAIL - ELEVATION VIEW
SCALE: ¾"=1'-0"
FIRST STEP



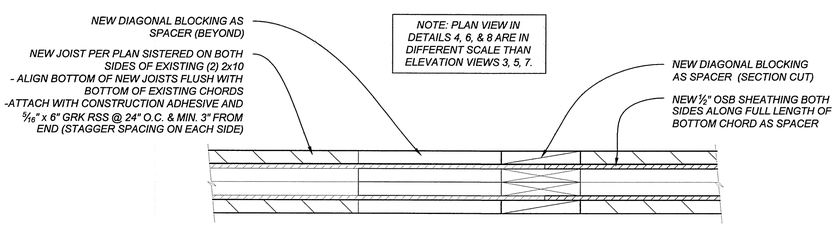
4 S4 EXISTING TRUSS DETAIL - ELEVATION VIEW
SCALE: ¾"=1'-0"

NOTE: PLAN VIEW IN DETAILS 4, 6, & 8 ARE IN DIFFERENT SCALE THAN ELEVATION VIEWS 3, 5, 7.



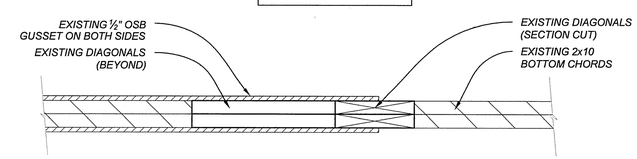
9 S4 PROPOSED TRUSS DETAIL - PLAN VIEW
SCALE: 1½"=1'-0"
FINAL STEP

NOTE: PLAN VIEW IN DETAILS 4, 6, & 8 ARE IN DIFFERENT SCALE THAN ELEVATION VIEWS 3, 5, 7.



7 S4 PROPOSED TRUSS DETAIL - PLAN VIEW
SCALE: 1½"=1'-0"
FIRST STEP

NOTE: PLAN VIEW IN DETAILS 4, 6, & 8 ARE IN DIFFERENT SCALE THAN ELEVATION VIEWS 3, 5, 7.



5 S4 EXISTING TRUSS DETAIL - PLAN VIEW
SCALE: 1½"=1'-0"

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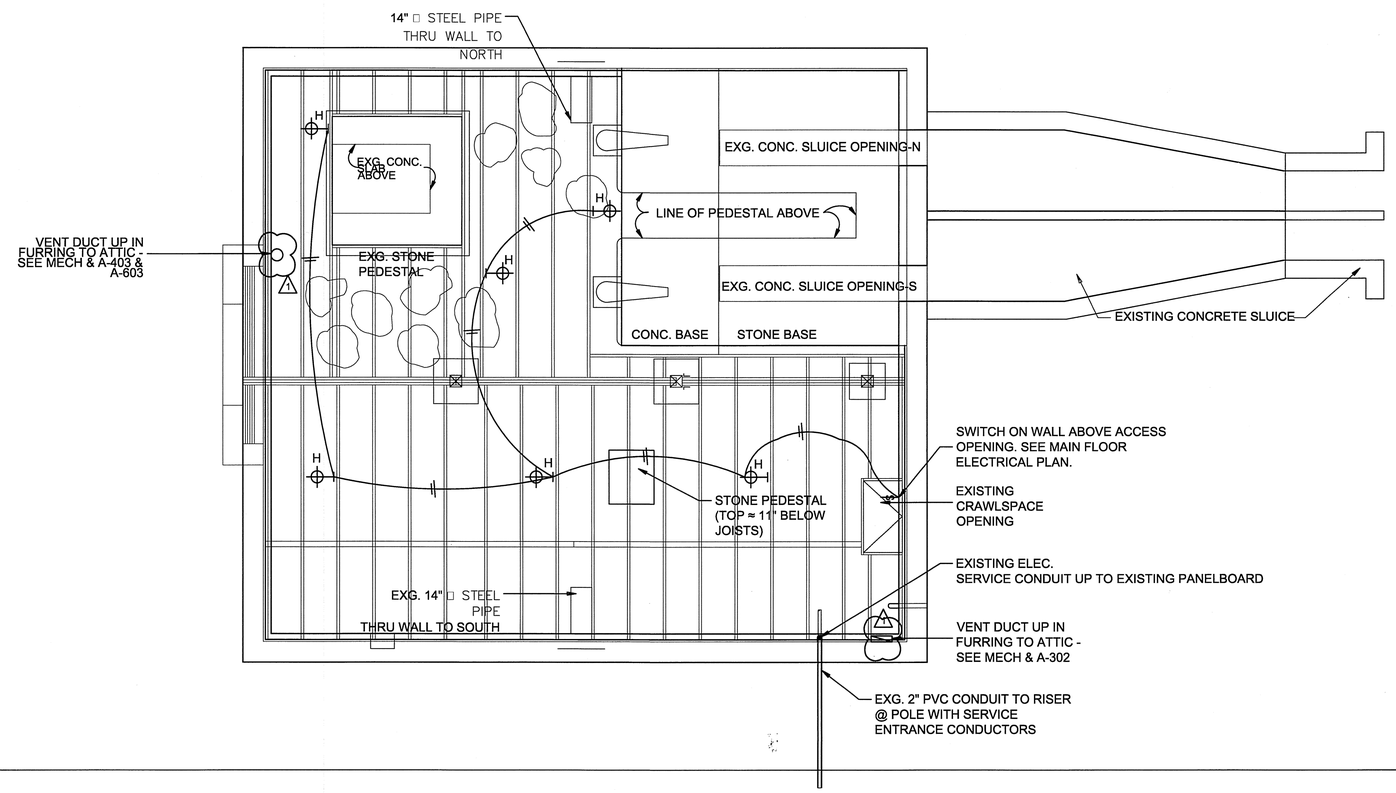
STRUCTURAL DETAILS

SHEET S4
SHEET 4 OF 4

GENERAL ELECTRICAL NOTES:

1. ALL RECEPTACLES INSTALLED WITH GRADE ACCESS, ON ROOFS OR IN OTHER REQUIRED LOCATIONS SHALL BE GFCI PROTECTED.
2. LOCATIONS OF MECHANICAL EQUIPMENT SHOWN IS FOR REFERENCE ONLY. SEE MECHANICAL DRAWINGS FOR AND FIELD-VERIFY EXISTING EQUIPMENT REQUIREMENTS.
3. PROJECT SCOPE INCLUDES LIGHTING, RECEPTACLES, LIGHTING CONTROL EQUIPMENT AND BRANCH CIRCUITS. PROVIDE NEW CIRCUIT BREAKERS FOR EXISTING PANEL BOARD.
4. ELECTRICAL SERVICE AND PANEL BOARD SHOWN ARE EXISTING.



0 5 10

CRAWL SPACE ELECTRICAL PLAN

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

NORTH

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Water History Park & Museum - City of Santa Fe
1209 Upper Canyon Road
Santa Fe, New Mexico

Dates:

2-13-15, 4-29-15P

RICHARD J. MOSS NEW MEXICO 7635 REGISTERED PROFESSIONAL ENGINEER

CONSTRUCTION DRAWINGS

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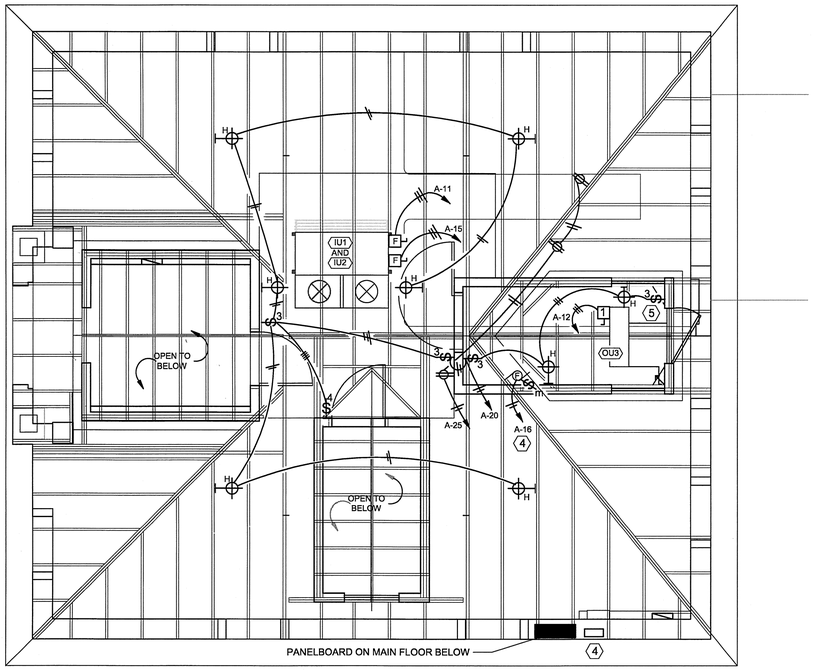
E-101

JOB NO. 0606

WATER HISTORY MUSEUM



ATTIC ELECTRICAL PLAN

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

0 5 10 FT

PANEL A EXISTING

120/240 VOLTS, 1 PHASE, 3 WIRE, S/N, 200 AMP BUS, 200 AMP MAIN CB

10,000 A.I.C. RATING (MINIMUM),

DESCRIPTION	WIRE	BKR	POLE	CKT	VA	ϕ	VA	CKT	POLE	BKR	WIRE	DESCRIPTION
IRRIGATION HOTBOX	12	20	1	1	500	A	540	2	1	20	12	EXISTING
IRRIGATION CNTRL BOX	12	20	1	3	150	B	540	4	1	20	12	EXISTING
SW LIGHT TRACK	12	20	1	5	250	A	250	6	1	20	12	NW LTG TRACK
CENTER LIGHT TRACK	12	20	1	7	250	B	250	8	1	20	12	SE LTG TRACK
NE LIGHT TRACK	12	20	1	9	250	A	250	10	1	20	12	CENTER LTG TRACK
INDOOR HVAC UNIT 1	12	20	2	11	375	B	4000	12	2	40	8	OUTDOOR HVAC UNIT 1
2P BRANCH	12	–	–	13	375	A	4000	14	–	–	8	2P BRANCH
INDOOR HVAC UNIT 2	12	20	2	15	375	B	250	16	1	20	12	CRAWLSPACE EX FAN
2P BRANCH	12	–	–	17	375	A	250	18	1	20	12	LTG CRAWLSPACE
PENDANT LUMINAIRES	12	20	1	19	60	B	250	20	1	20	12	LTG ATTIC
RECEPTACLES	12	20	1	21	720	A	360	22	1	20	12	RECEPTS FLOOR
RECEPTACLES	12	20	1	23	540	B	60	24	1	20	12	EXTERIOR LTG
RECEPTACLES ATTIC	12	20	1	25	540	A		26				SPACE
SPACE				27		B		28				SPACE
SPACE				29		A		30				SPACE
SPACE				31		B		32				SPACE
SPACE				33		A		34				SPACE
SPACE				35		B		36				SPACE
SPACE				37		A		38				SPACE
SPACE				39		B		40				SPACE

PANEL LOAD CALCULATIONS

LIGHTING	2370 VOLTAMPS	X 1.25	=	2963 VA
RECEPTACLES	3240 VOLTAMPS	X 1.00	=	3240 VA
HVAC AND MISC EQPT	10150 VOLTAMPS	X 1.00	=	10150 VA

TOTAL CONNECTED LOAD 15,760 VA
TOTAL DEMAND LOAD 16,353 VA
LOAD – 68.1 AMPS, 1ϕ, 3W, 240V

KEYED NOTES

1. LOCATE SWITCH ON WALL AT CRAWLSPACE ACCESS HATCH. LABEL "CRAWLSPACE LIGHTS"
2. EXTERIOR LIGHTING PHOTO SWITCH TORK MODEL 2000. SEE EXT. LTG. CONTROL SCHEMATIC. INSTALL AT TOP OF WALL AS DIRECTED BY ARCHITECT. INSTALL OVERRIDE SWITCH AT DIMMER BANK. SEE DETAIL.
3. EXTERIOR LIGHTING PHOTO SWTICH OVERRIDE. SEE EXT. LTG. CONTROL SCHEMATIC. LABEL SWITCH "EXTERIOR LIGHTS OVERRIDE".
4. ROUTE THROUGH VENT TIMER AT PANELBOARD. VENT TIMER SHALL BE TORK MODEL EJWT.
5. INSTALL LIGHTING TOGGLE SWITCH IN WEATHERPROOF ENCLOSURE.
6. LOCATE RECEPTACLE AS DIRECTED IN FIELD BY ARCHITECT.
7. INSTALL RECEPTACLE HORIZONTALLY IN BASEBOARD.

LIGHT FIXTURE SCHEDULE

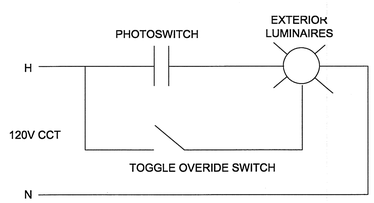
SUBMITTAL REQUIRED

MARK	MANUFACTURER #	LAMP	MOUNTING	NOTES
A - 2'	JUNO R2 BZ - TRAC	SEE BELOW	SURFACE	MOUNT TO CEILING BOARDS
B - 4'	JUNO R4 BZ - TRAC	SEE BELOW	SURFACE	MOUNT TO CEILING BOARDS
C - 6'	JUNO R6 BZ - TRAC	SEE BELOW	SURFACE	MOUNT TO CEILING BOARDS
D - 8'	JUNO R8 BZ - TRAC	SEE BELOW	SURFACE	MOUNT TO CEILING BOARDS
TRACK LAMP HOLDERS	JUNO R502 BZ LAMP HOLDERS	PHILLIPS ENDURA LED PAR 30S 25° FLOOD 13W, 2700° K	---	PROVIDE 40 FIXTURES AND 46 LAMPS - SET & ADJUST w/ARCHITECT
COUPLING	JUNO R23BZ	---	---	---
TOP CONDUIT LIVE END	JUNO R38BZ	---	---	---
END CONDUIT LIVE END	JUNO R34BZ	---	---	---
90° CONNECTOR	JUNO R24BZ	---	---	---
"T" CONNECTOR	JUNO R25BZ	---	---	---
E	LITHONIA LHQM S R HO	INCLUDED	WALL/SURF	EXIT SIGN w/EMERGENCY LIGHTS AND BATTERY BACKUP
EA	6V, 6W LED RECESSED REMOTE WP FIXT.		RECESSED/SOFFIT	6V, 6W LED REMOTE WP EGRESS LTG
F	CSL ECO DOWNLIGHT EDLM-RM-SW	14W LED 2700°K	RECESSED	WITH EDLM-1200-3 TRIM CHOOSE OPTICS IN FIELD WITH ARCHITECT
G	HI-LITE H-23644 - BR47 RIB X 3/4" HSC 42" ST.	PHILLIPS A-21 LED, 19W, 2700° K	PENDANT	
H	CRAFTMADE Z395-07	PHILLIPS A-21 LED 19W, 2700° K	WALL/SURF	

ELECTRICAL SYMBOLS LEGEND

VERIFY/MARK ALL LOCATIONS IN FIELD PRIOR TO ROUGH-IN/COORDINATE

	MINIMUM WIRE SIZE = #12 AWG CU THHN
	DUPLEX CONVENIENCE RECPTACLE - 20A 120V @ 18" A.F.F. TO CENTER LINE
	20A DUPLEX CONVENIENCE RECEPTACLE. COORDINATE HEIGHT ABOVE STRUCTURE WITH ARCHITECT IN FIELD
	20A DUPLEX FLOOR OUTLET w/DULL BRONZE FINISH TRIM RING - VERIFY LOCATION WITH ARCHITECT IN FIELD
	PENDANT-MOUNTED LIGHT FIXTURE
	TRACK FIXTURE w/CONNECTION POINT - LENGTH NOTED IN FIXTURE SCHEDULE
	COMBINATION EXIT SIGN/ EGRESS LIGHT w/BATTERY BACKUP. SEE LIGHT FIXTURE SCHEDULE
$	LIGHTING TOGGLE SWITCH - 20A, 120V @ 48" A.F.F. TO CENTER LINE OR AS NOTED
$3	3-WAY SWITCH (DIMMER/SLAVE IF NOTED D)
$4	4-WAY SWITCH (DIMMER/SLAVE IF NOTED D)
$D	LIGHTING DIMMER SWITCH - LUTRON MAESTRO SERIES SOME ARE 3-WAY
$P	LIGHTING TOGGLE SWITCH WITH PILOT LIGHT - 120V 20A
F	EXHAUST FAN. SEE MECH FAN SCHEDULE
4	KEYED NOTE OR MECH EQPT TAG. SEE MECH EQPT SCHEDULE
F	30A, 240V, 2P, SN FUSIBLE SAFETY SWITCH IN NEMA 1 ENCL. PROVIDE FUSES FOR EQPT SERVED IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATIONS
1	60A, 240V, 2P, SN SAFETY SWITCH IN NEMA 3R ENCL.



EXTERIOR LIGHTING CONTROL SCHEMATIC

FAULT CURRENT CALCULATION - ALL VALUES ARE RMS SYM AMPS UNLESS NOTED

USING BUSSMAN CALCULATED-CIRCUIT-CONSTANT METHOD AT SERVICE 25kVA 120/240V POLE MTD 1PH TRANSFORMER. AVAILABLE SC. CURRENT AT SERVICE ENTRANCE (POLE AT STREET) - 10,000A (PNM D.M. 4 -11.0)

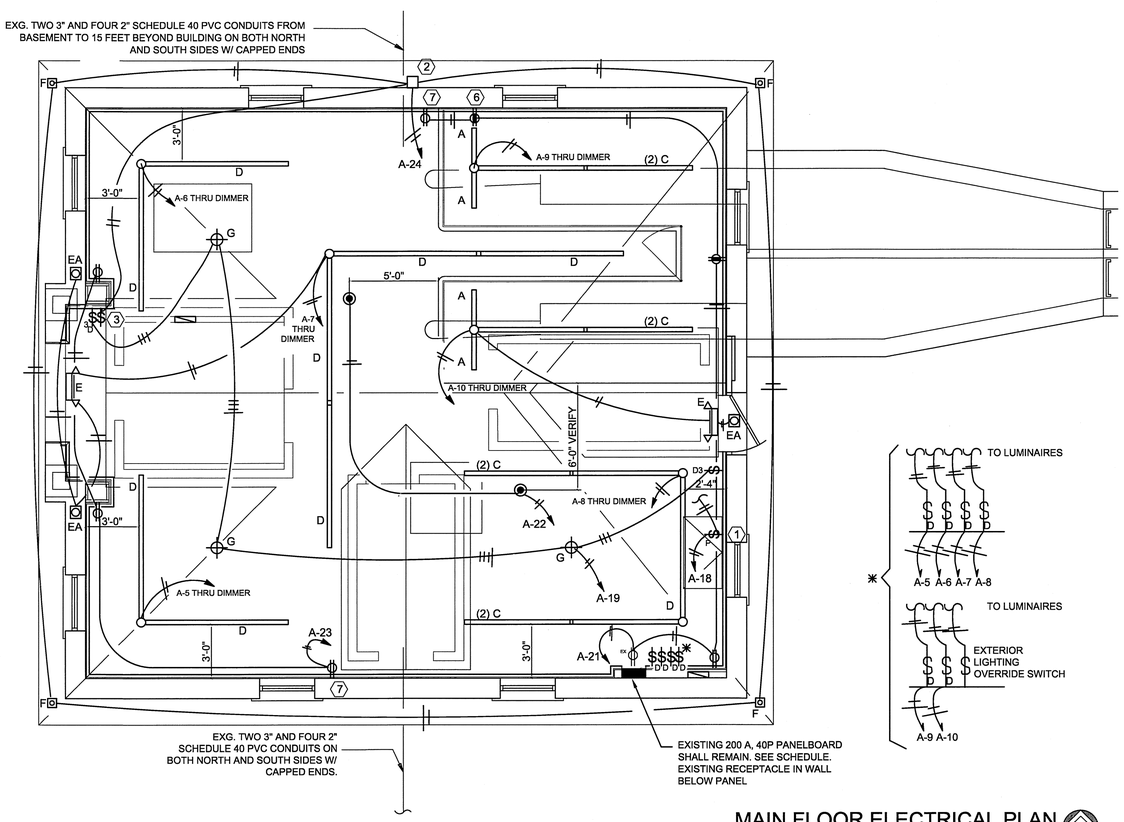
AT METER
ONE SET OF 3 3/0 CU IN PVC CONDUIT 65' LONG C= 13.923 FOR FEEDER

I(SC) = 10,000A/ [1+ (10,000 X 65 X 2 / 13,923 X 240)] = 7,199A

AT PANEL 'A':
ONE SET OF 3 -3/0 CU THWN IN PVC CONDUIT 2 FEET LONG C=13,923

I(SC) = 7,199A / [1+(7,199 X 2 X 2 / 13,923 X 240)] = 6,574A

Conduits should extend beyond exterior slabs north & south



MAIN FLOOR ELECTRICAL PLAN

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

0 5 10 FT

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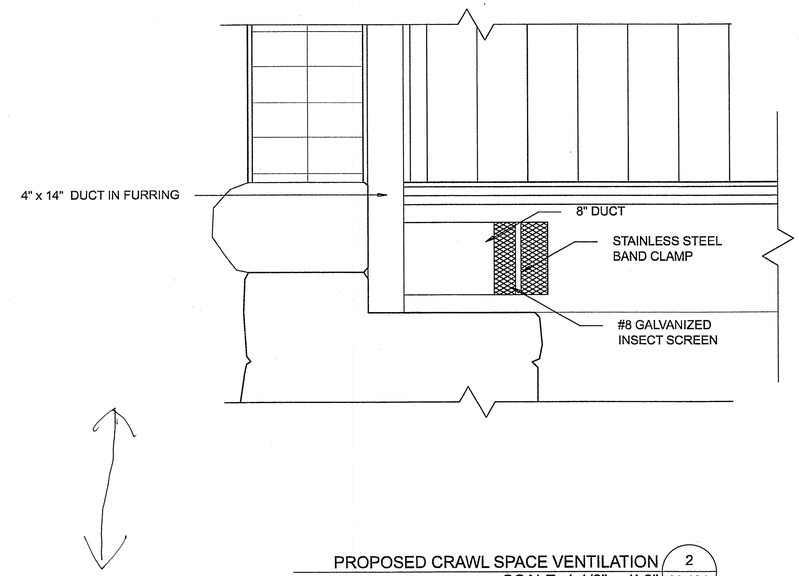
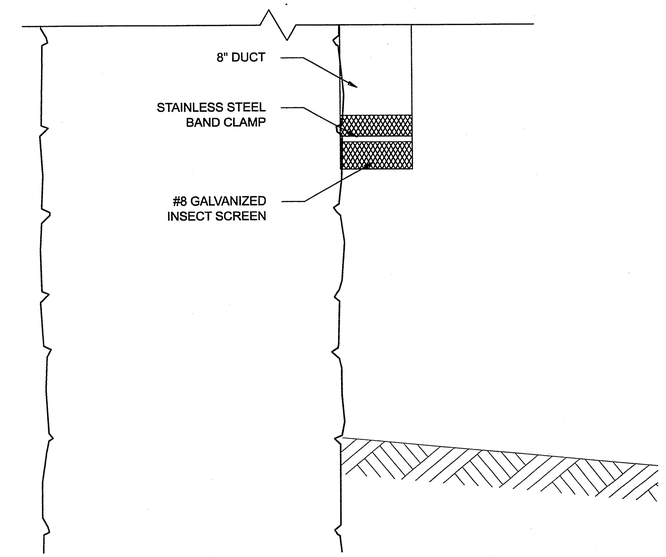
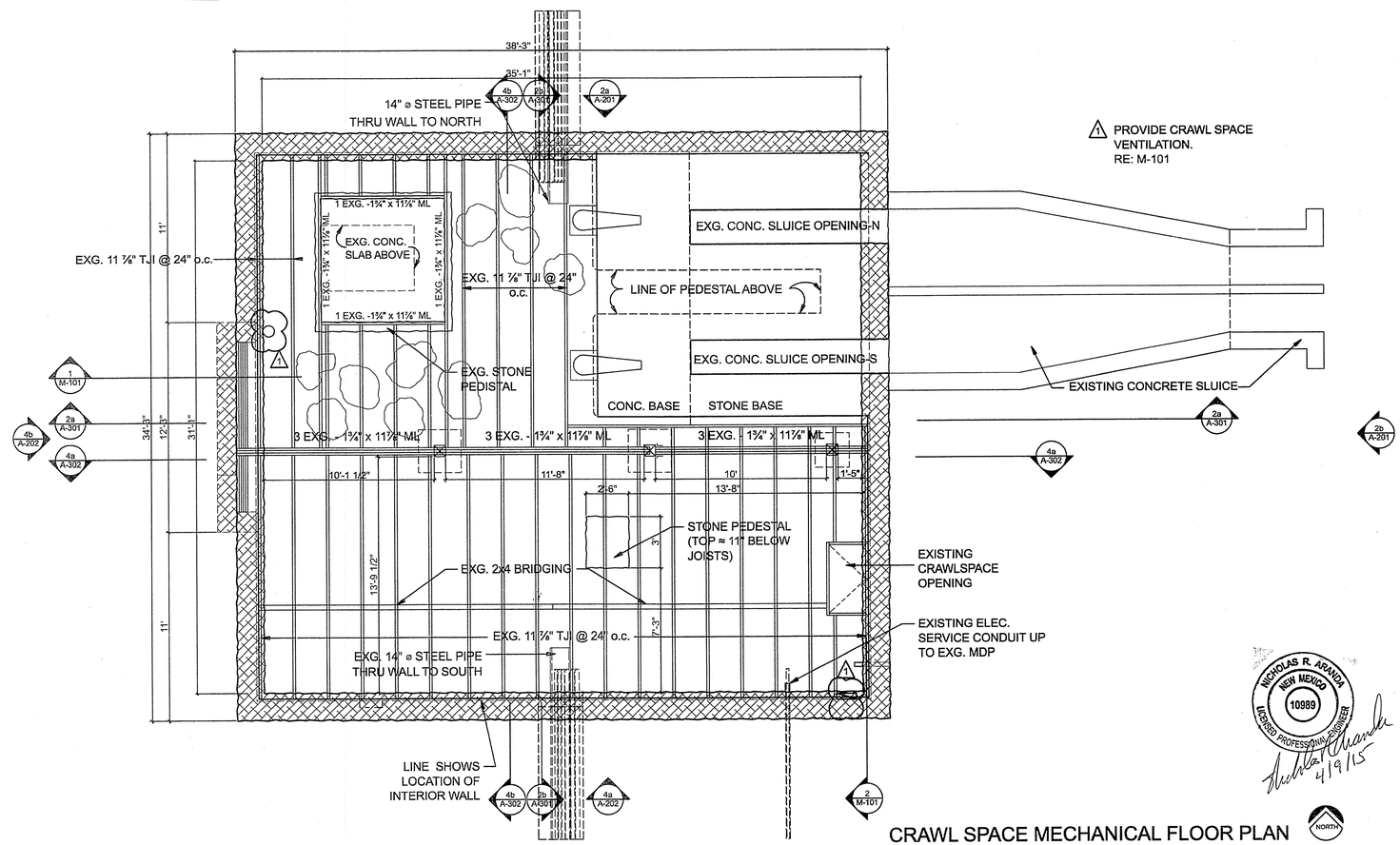


PROPOSED CRAWL SPACE VENTILATION (2 / M-101)
SCALE: 1 1/2" = 1'-0"



PROPOSED CRAWL SPACE VENTILATION (1 / M-101)
SCALE: 1 1/2" = 1'-0"



CRAWL SPACE MECHANICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

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CRAWL SPACE HVAC/MECHANICAL PLAN

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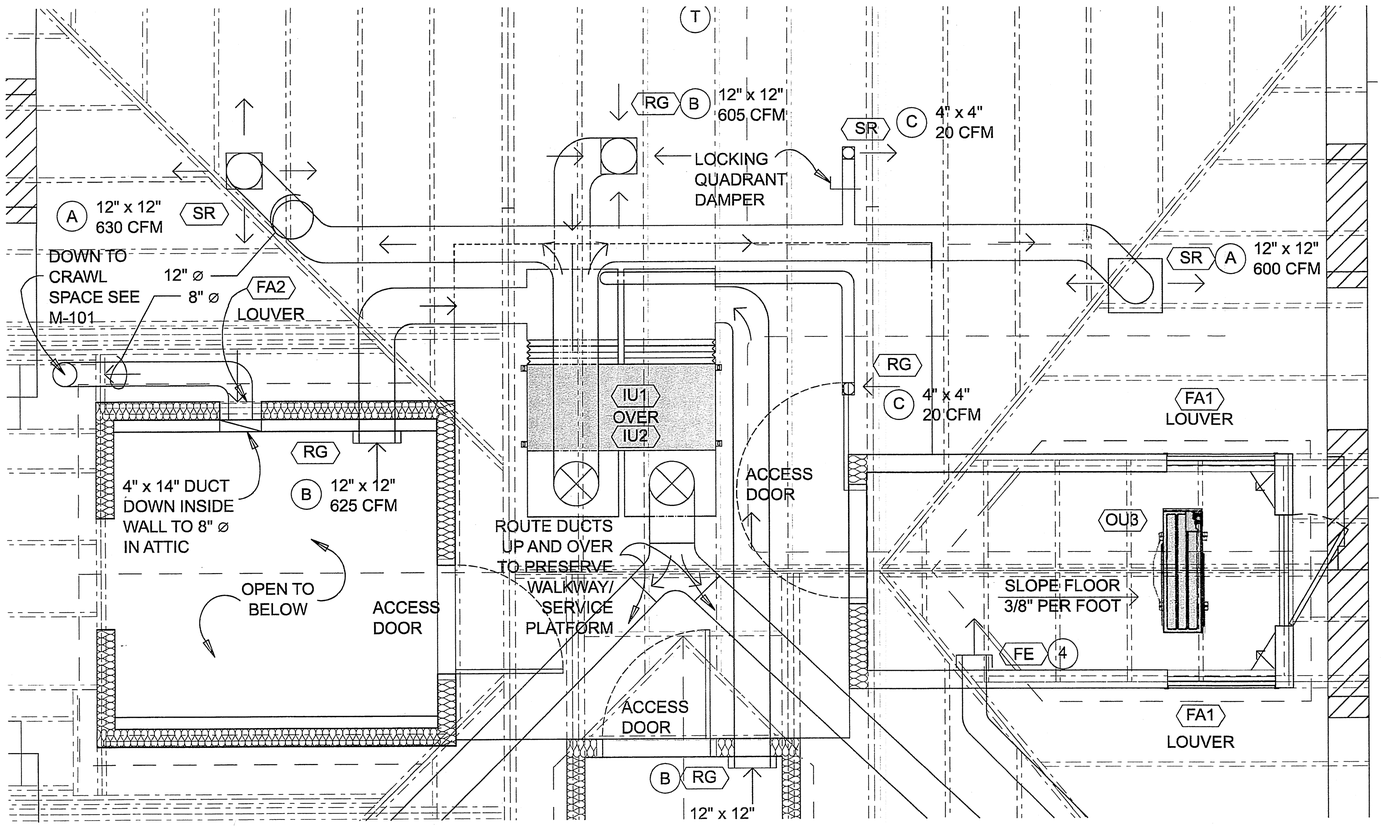


ENLARGED MECHANICAL PLAN 1 / AE-301
SCALE : 1/2" = 1'-0"

ALL DUCTWORK IS SHEET STEEL w/ 1 1/2" FOIL FACED INSULATION WRAP/TAPED

DESIGN NOTES:

BUILDING HEAT LOSS =	APPROX. 50,800 BTUH
BUILDING HEAT GAIN =	APPROX. 21,560 BTUH
OCCUPANT HEAT GAIN @ 41 OCCUP. x 300 BTUH/OCC. =	APPROX. 12,300 BTUH
3.54 TONS COOLING REQUIRED	
LIGHTS =	APPROX. 12,400 BTUH

IU1 IU2 INDOOR UNIT SCHEDULE

ITEM NO.	TAG	QNTY	LOCATION	CFM	COOLING COIL (TC) MBH	HEATING COIL MBH	ELECTRICAL V.-PH.-CY.	ELECTRICAL MCA	MANUFACTURER MODEL	WEIGHT LBS	COMMENTS
1	HP-1	1	MAIN ROOM	1250	23.1	25.4	208-1-60	3.73	MITSUBISHI PEFY-P36NMHU-E	155	ABOVE CEILING MOUNTED
2	HP-2	1	MAIN ROOM	1250	23.1	25.4	208-1-60	3.73	MITSUBISHI PEFY-P36NMHU-E	155	ABOVE CEILING MOUNTED

NOTES:
1. PROVIDE ALL ACCESSORIES AND EQUIPMENT FOR COMPLETE INSTALLATION AT 7000 FT ASL.

OU VARIABLE REFRIGERANT VOLUME OUTDOOR UNITS

ITEM NO.	INDOOR UNITS SERVED	LOCATION	COOLING TOTAL MBH	COOLING SEER	HEATING MBH	ELECTRICAL V.-PH.-CY.	ELECTRICAL MCA	ELECTRICAL FUSE	MANUFACTURER MODEL	OPTIONS ACCESSORIES	WEIGHT (LBS)
3	1 & 2	ROOF MNTD	46.2	16	50.8	208/230-3-60	25	40	MITSUBISHI PUMY-P60NKMU-BS	1	313

NOTES:
1. PROVIDE ALL ACCESSORIES AND EQUIPMENT FOR COMPLETE INSTALLATION AT 7000 FT ASL.

T THERMOSTAT SCHEDULE

SYMBOL NO.	CONTROL	ELECTRICAL VOLTS	ELECTRICAL VOLT.-PH.-CY.	MANUFACTURER & MODEL	OPTIONS / ACCESSORIES	FURNISHED BY
T	HEATING/COOLING	24	120-1-60	"HONEYWELL" RTH7600D	SEE NOTE 1 & 2	MECHANICAL

NOTES:
1. 7-DAY PROGRAMMABLE, 60 DEG. G., 24V, W BATTERY, SUBBASE. DAYTIME TEMP 70 DEG. F. HEATING AND 75 DEG. F. COOLING. PROVIDE FAN "ON/AUTO" SWITCH AND "HEATING/OFF/COOLING" SWITCH.
2. 2 REQUIRED - ONE FOR SOUTH HVAC, ONE FOR NORTH HVAC

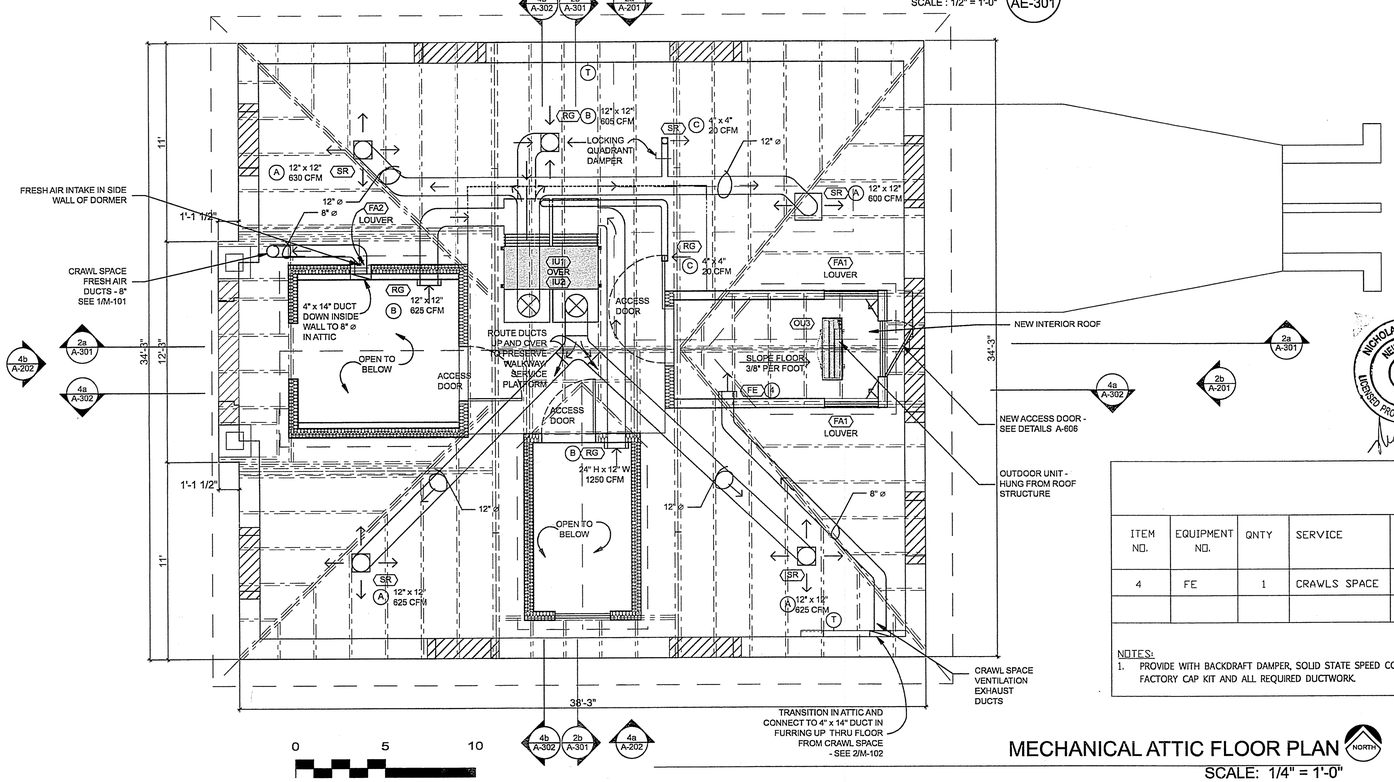
SR RG GRILLE – REGISTER – DIFFUSER SCHEDULE

SR–SUPPLY REGISTER RG–RETURN GRILLE CD–CEILING DIFFUSER EG–EXHAUST GRILLE TG–TRANSFER GRILLE

EQUIPMENT NO.	SIZE	TYPE	MANUFACTURER & MODEL	FINISH	OPTIONS – ACCESSORIES
A	SEE DRAWINGS	SR	TITUS-300RS	BRONZE	OBD
B	SEE DRAWINGS	RG	TITUS-3FL	BRONZE	–
NOTES:					

FA FRESH AIR LOUVER SCHEDULE

EQUIPMENT NO.	SIZE	TYPE	MANUFACTURER & MODEL	FINISH	OPTIONS - ACCESSORIES
FA1	APPROX. 18"H x 36"W VERIFY w/FIELD MEASUREMENTS	ALUMINUM 4" DRAINABLE BLADE w/PRIME COAT & 1/2" ALUMINUM BIRD SCREEN	POTTORFF EFD-437	XEP	FLANGE FRAME
FA2	APPROX. 12"H x 14"W VERIFY w/FIELD MEASUREMENTS	ALUMINUM 4" DRAINABLE BLADE w/PRIME COAT & 1/2" ALUMINUM BIRD SCREEN		XEP	FLANGE FRAME
NOTES:					



MECHANICAL ATTIC FLOOR PLAN
SCALE: 1/4" = 1'-0"

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FE EXHAUST FAN SCHEDULE

ITEM NO.	EQUIPMENT NO.	QNTY	SERVICE	LOCATION	CFM	STATIC PRESS. (IN. W.G.)	MOTOR WATTS	MOTOR HP	MOTOR RPM	MOTOR VOLT.-PH.-CY.	MANUFACTURER & MODEL	OPTIONS / ACCESSORIES	FURNISHED BY
4	FE	1	CRAWLS SPACE	EAST DORMER	200	0.5	48.2	-	900	120-1-60	GREENHECK, SPA- 200 OR BROAN L200	SEE NOTE 1	MECHANICAL

NOTES:
1. PROVIDE WITH BACKDRAFT DAMPER, SOLID STATE SPEED CONTROLLER, VIBRATION ISOLATORS, FIELD FABRICATED WALL MOUNT AND FACTORY CAP KIT AND ALL REQUIRED DUCTWORK.

MAIN & ATTIC HVAC/MECHANICAL PLANS

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MECHANICAL SYMBOL LEGEND

DUCTWORK SYMBOLS

- DIRECTION OF FLOW
- 12X20 — INSIDE DUCT SIZE (FIRST FIGURE IS SIDE SHOWN)
- SUPPLY DUCT SECTION, DOWN
- RETURN DUCT SECTION, DOWN
- SUPPLY DUCT SECTION, UP
- RETURN DUCT SECTION, UP
- ACOUSTICAL DUCT LINING
- FLEXIBLE DUCT CONNECTION
- FLEXIBLE DUCT
- TURNING VANES
- INCLINED
  - * RISE (R)
  - * DROP (D)
- TRANSITION — 20/10, 15/8
- DAMPER
  - ** AD–AUTOMATIC DAMPER
  - ** BDD–BACKDRAFT DAMPER
  - ** FD–FIRE DAMPER
  - ** SD–SMOKE DAMPER
  - ** VD–MANUAL VOLUME DAMPER
- OR — ACCESS DOOR IN DUCT — SIZE_ "X_ "
- FIRE DAMPER (NS)
- COMBINATION FIRE/SMOKE DAMPER (NS)
- ESA — EXISTING SUPPLY AIR DUCT
- ERA — EXISTING RETURN AIR DUCT

EQUIPMENT SYMBOLS

- 3 — DIAMOND SYMBOL INDICATES EQUIPMENT NUMBER REFERS TO SPECIFIC EQUIPMENT IDENTIFIED IN EQUIPMENT SCHEDULE
- 1 — ELLIPSE SYMBOL INDICATES A KEYED NOTE THE NUMBER REFERS TO A SPECIFIC NOTE LISTED IN THE KEYED NOTE LIST
- 12"x12" — NOMINAL FACE DIMENSIONS LISTED ON FLOOR PLAN OR LISTED ON DIFFUSER/GRILLE SCHEDULE.
- A — LETTER IN CIRCLE SYMBOL REFERS TO A SPECIFIC GRILLE OR REGISTER TYPE IDENTIFIED IN THE GRILLE/DIFFUSER SCHEDULE
- 390 — CFM
- POC — POINT OF CONNECTION BETWEEN CURRENT WORK AND EXISTING
- POR — POINT OF REMOVAL BETWEEN CURRENT WORK AND EXISTING
- EXISTING EQUIPMENT TO REMAIN
- EXISTING PIPING TO REMAIN
- T — THERMOSTAT
- X — GRILLE, REGISTER, OR DIFFUSER
- EXISTING EQUIPMENT OR EQUIPMENT ON ROOF

MECHANICAL CONTRACTOR SHALL:

1. THESE DRAWINGS ARE INTENDED TO PRESENT THE GENERAL SCOPE OF WORK REQUIRED OF THE CONTRACTOR. IT IS THE CONTRACTORS RESPONSIBILITY TO INCLUDE IN HIS OR HER BID ALL EQUIPMENT AND LABOR FOR A COMPLETE AND OPERATIONAL SYSTEM WHETHER SHOWN ON THE DRAWINGS AND IN INDICATED IN THE SPECIFICATIONS OR NOT. PROVIDE AND INSTALL ALL MATERIAL AND EQUIPMENT AS REQUIRED BY UPC, UMC, UBC, NFPA, LIFE SAFETY CODE, GAS CODE, AND ALL OTHER APPLICABLE LOCAL CODES AND ORDINANCES THAT APPLY. WHERE THERE IS A DISCREPANCY BETWEEN THE CODES OR ORDINANCES AND THE DRAWINGS, THE MORE STRINGENT APPLICATION SHALL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE COMPLETE SCOPE OF WORK AND ALL REQUIREMENTS ASSOCIATED WITH SUCH. NO CHANGE ORDERS WILL BE ALLOWED AS A RESULT OF THE CONTRACTOR'S FAILURE TO TOTALLY INVESTIGATE THE REQUIREMENTS OF THE SCOPE OF WORK AND INCLUDE IN HIS OR HER BID ALL COST TO INSTALL A COMPLETE SYSTEM WHETHER SHOWN ON THE DRAWINGS OR NOT.
2. LAYOUT AND INSTALL COMPLETE AND FUNCTIONAL MECHANICAL SYSTEMS, INCLUDING TEMPORARY CUTOFF OF EXISTING UTILITIES, AND ALL CUTTING, PATCHING, AND REPAIR ASSOCIATED WITH INSTALLING THE SYSTEMS.
3. VIBRATIONALLY ISOLATE FROM THE BUILDING STRUCTURE ALL EQUIPMENT AND PIPING IN THE MECHANICAL ROOM, INCLUDING GAS, AIR INTAKE, EXHAUST, ETC. COORDINATE TO ASSURE THAT AS QUIET AN OPERATING SYSTEM AS POSSIBLE IS INSTALLED.
4. INSTALL FREE AREA OF THE DUCT WORK AS SHOWN ON THE DRAWINGS.
5. VERIFY THAT DIFFUSERS, REGISTERS, GRILLES, AND ALL EQUIPMENT SPECIFIED OR INDICATED WITHIN THE SCOPE OF WORK IS CORRECT AND SIZED FOR FIELD INSTALLATION BEFORE ORDERING EQUIPMENT. HE/SHE SHALL MAKE CHANGES, DELETIONS, OR ADDITIONS TO THE EQUIPMENT AS REQUIRED. VERIFY SIZE OF ALL EQUIPMENT TO BE INSTALLED AND MAKE ANY REQUIRED CHANGES BEFORE ORDERING FROM MANUFACTURER. NO CHANGE ORDERS WILL BE ALLOWED AS A RESULT OF THE CONTRACTOR(S) FAILURE TO MEASURE ACTUAL DIMENSIONS, PROVIDE CORRECT EQUIPMENT SIZES, PROVIDE ALL EQUIPMENT REQUIRED FOR INSTALLATION.
6. PROVIDE ALL DUCT WORK CONNECTIONS AND TRANSITIONS AT GRILLES, DIFFUSERS, REGISTERS, FILTERS, COILS, AND OTHER LOCATIONS WHERE REQUIRED. CONSTRUCT ALL TRANSITIONS AND CONNECTIONS ACCORDING TO SMACNA STANDARDS. PROVIDE TURNING VANES IN ALL SQUARE DUCT ELBOWS.
7. PROVIDE A TESTING AND BALANCING (T&B)AGENCY. THE T&B AGENCY SHALL BE RESPONSIBLE FOR ADJUSTING SHEAVES, BALANCING DAMPERS, HYDRONIC FLOW CONTROL VALVES, AND ALL EQUIPMENT NECESSARY TO PROVIDE PLUS OR MINUS 5% OF THE GPM AND/OR 5% OF CFM REQUIRED AT EACH TERMINAL UNIT. NO CHANGE ORDERS WILL BE ALLOWED AS A RESULT OF THE MECHANICAL CONTRACTOR'S FAILURE TO PROVIDE EQUIPMENT NECESSARY FOR TEST AND BALANCE WHETHER SHOWN ON THE DRAWINGS OR NOT
8. COORDINATE WORK WITH THE GENERAL CONTRACTOR TO HAVE THE ROOFTOP OR GROUND MOUNTED EQUIPMENT, INDOOR & OUTDOOR DUCTWORK, AND INSULATION JACKETS PAINTED TO THE ARCHITECT'S REQUIREMENTS.
9. PROVIDE AND INSTALL ALL MECHANICAL EQUIPMENT, TRANSFORMERS, RELAYS, AND OTHER ELEMENTS NECESSARY FOR A COMPLETE OPERATING SYSTEM. COMPLETE ALL 24 VOLT CONTROL WIRING AND EQUIPMENT TO THE ABOVE. ALL LINE VOLTAGE WIRING TO THE ABOVE SHALL BE COMPLETED BY THE ELECTRICAL CONTRACTOR.
10. ALTER DIMENSIONS OF THE DUCT WORK IN THE CEILING SPACE FROM SIZES INDICATED ON THE DRAWINGS ONLY AT SPECIFIC LOCATIONS WHEN NECESSARY TO FIT THE DUCT WORK IN THE SPACE AVAILABLE. REROUTE DUCT WORK IN CEILING SPACE TO AVOID OTHER MECHANICAL EQUIPMENT, LIGHT FIXTURES, ETC. MAINTAIN THE SAME FREE AREA AND SUBMIT PROPOSED CHANGES TO THE ENGINEER FOR APPROVAL. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SPACE LIMITATIONS BEFORE DUCT WORK FABRICATION AND SHALL MAKE CHANGES ACCORDINGLY. PROVIDE ALL NECESSARY TRANSITIONS. PROVIDE ADEQUATE ACCESS AND SERVICEABILITY CLEARANCES.
11. VERIFY EQUIPMENT SPECIFIED IS CORRECT FOR FIELD APPLICATION INCLUDING BUT NOT LIMITED TO SIZES, LOCATIONS, CLEARANCES, STRUCTURAL CONSISTENCY, ETC. BEFORE ORDERING OR INSTALLING AND SHALL MAKE CHANGES, DELETIONS, OR ADDITIONS TO ANY AND ALL APPLICATIONS THAT APPLY BEFORE ORDERING EQUIPMENT. SUBMIT CHANGES, ADDITIONS AND/OR MODIFICATIONS REQUIRED TO ENGINEER FOR APPROVAL. NO CHANGE ORDERS OR PASSAGE OF LIABILITY BY THE CONTRACTOR(S) WILL BE ALLOWED AS A RESULT OF THE CONTRACTOR(S) FAILURE TO VERIFY EQUIPMENT.
12. COORDINATE ALL PROPOSED ROOF PENETRATIONS WITH GENERAL CONTRACTOR/ARCHITECT/OWNER AND RELOCATE IF NECESSARY.
13. PROVIDE ONE UNION AT ALL VALVES.
14. INSTALL SMOKE DETECTORS IN THE SUPPLY AND RETURN AIR DUCTWORK AT EACH AIR HANDLING UNIT 2000 CFM OR MORE AND INTERCONNECT TO FIRE ALARM/CONTROL SYSTEM PER NFPA. IF A FIRE ALARM/CONTROL SYSTEM DOES NOT EXIST, PROVIDE AND CONNECT SMOKE DETECTORS TO A RELAY TO SHUT THE FAN UNIT DOWN IF SMOKE IS DETECTED.
15. PROVIDE ALL NECESSARY SUPPORT ANGLES, CHANNELS, UNISTRUT, ETC. TO ADEQUATELY SUPPORT THE MECHANICAL EQUIPMENT, PIPING, DUCTWORK, ETC., IN A MANNER APPROVED BY THE CONTRACT ADMINISTRATOR AND DOES NOT OVERLOAD THE BUILDING STRUCTURAL SYSTEM.
16. SEAL ALL TRANSVERSE JOINTS, LONGITUDINAL SEAMS, DUCT WALL PENETRATIONS AND FITTING CONNECITON ON ALL DUCT SYSTEMS.
17. INSTALL INDOOR AND OUTDOOR DUCT, HYDRONIC, AND REFRIGERANT PIPING INSULATION PER ICEE 2006 AND NMECC 2006. OUTDOOR DUCT INSULATION SHALL BE PROVIDED WITH TWO OUTDOOR LAYERS OF ALUMINUM FOIL AND A WATER VAPOR TRANSMISSION (ASTM E 96) OF 0.02.
18. PROVIDE CODE REQUIRED ACCESS AND ACCESS PANELS TO ALL APPLICABLE MECHANICAL EQUIPMENT.

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MECHANICAL SYMBOLS & NOTES

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