City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 12 **Ordinance/Resolution#** 09-10-413 **Council District:** ALL

For Meeting of November 16, 2009
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE USE OF THE EXISTING NEW MEXICO STATE UNIVERSITY JOB ORDER CONTRACTS WITH B & H MECHANICAL, INC., DONNER PLUMBING & HEATING, INC., LYNCO ELECTRIC COMPANY INC., SUN CITY BUILDERS, INC., LC STRUCTURAL CONSTRUCTION, LLC., DURAN CONSTRUCTION INC., (BASED OUT OF LAS CRUCES, NM), AND BASIC IDIQ, INC., (BASED OUT OF EL PASO, TX), AND ESA CONSTRUCTION, INC., LYNX ELECTRIC COMPANY, INC., CENTENNIAL CONTRACTORS ENTERPRISES, INC., (BASED OUT OF ALBUQUERQUE, NM), AND FOR PRICING INDEX SOFTWARE SERVICES, THE GORDIAN GROUP INC., (BASED OUT OF MAULDIN, SOUTH CAROLINA), IN AN AGGREGATE AMOUNT NOT TO EXCEED $2,000,000.00; FOR AN INITIAL PERIOD OF ONE YEAR, WITH THE OPTION TO RENEW AT CITY COUNCIL'S DISCRETION.

PURPOSE(S) OF ACTION:

Procurement of turnkey construction trade services

Name of Drafter: Miguel Samaniego		**Department:** Facilities/Project Mgmt.		**Phone:** 541-2538	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Facilities Department		541-2651	Budget		2300
			Assistant City Manager		2271
Legal		2128	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Facilities Department, Project Management Section, is requesting authorization to utilize the competitively bid New Mexico State University (NMSU) Job Order Contracts (JOC) for the purpose of having several contractors available "on-call" for various construction services. Having such contracts available for use by the City provides several benefits including: freeing up staff to perform preventive maintenance, improved response time for work order and repair calls, expedited procurement to address various needs (such as changes in funding priority or expiration dates) and allows the option of a turnkey solution to address the various construction projects.

(Continue on additional sheets as required)

The City does pay a premium, which is The Gordian Group, Inc., fee; for use of the contracts. In return the City has an avenue that allows for expedited procurement – typically, weeks instead of months to start a project. The vendors who are a part of the JOC have committed to providing a timely and cost-effective response to the City and to be available as needed. In addition, within each contract established with each vendor, no minimum or maximum is guaranteed with respect to expenditures or dollar value of work assigned.

The duration of this JOC would be for one (1) year; with the intent that the City will pursue its own internal JOC contract process. This will allow the City to have various on-call contractors over a five (5) year period.

Project Management will administer the JOC Contracts, as allowed by the City Procurement Code, with consideration towards assigning projects to the local contract holders whenever practical to support the local economy. The following criteria will be considered; including practicality, cost reasonableness, satisfactory performance, ability to meet projected time schedules, and adherence to any applicable state or federal regulations. If an out of area contractor is selected, that vendor will be encouraged to hire local subcontractors or from the local labor pool. The JOC process also encourages this approach due to the pricing index established by The Gordian Group, Inc., for the Las Cruces area.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
TBD	$2,000,000.00	Not to exceed City Council approved budgets

1. Resolution
2. Exhibit "A" - Purchasing Manager's Request to Contract
3. Acceptance Memo
4. Agreement between New Mexico State University and The Gordian Group
5. New Mexico State University Purchase Orders Issued to Vendors
6. NMSU Bid Documents For Job Order Contract, CFB#:I0071617-P
7. NMSU Bid Documents For Job Order Contract for Mechanical & Electrical, CFB# I0061244-P

OPTIONS / ALTERNATIVES:

1. Vote "Yes" and approve the Resolution, authorizing City staff to utilize the Job Order Contract currently held by New Mexico State University.

2. Vote "No" and not approve the Resolution, authorizing City staff to utilize the Job Order Contract currently held by New Mexico State University.

3. Vote to "Postpone" the Resolution and direct staff to review other options.

(Continue on additional sheets as required)

RESOLUTION NO. 09-10-413

A RESOLUTION AUTHORIZING THE USE OF THE EXISTING NEW MEXICO STATE UNIVERSITY JOB ORDER CONTRACTS WITH B & H MECHANICAL, INC., DONNER PLUMBING & HEATING, INC., LYNCO ELECTRIC COMPANY INC., SUN CITY BUILDERS, INC., LC STRUCTURAL CONSTRUCTION, LLC., DURAN CONSTRUCTION INC., (BASED OUT OF LAS CRUCES, NM), AND BASIC IDIQ, INC., (BASED OUT OF EL PASO, TX), AND ESA CONSTRUCTION, INC., LYNX ELECTRIC COMPANY, INC., CENTENNIAL CONTRACTORS ENTERPRISES, INC., (BASED OUT OF ALBUQUERQUE, NM), AND FOR PRICING INDEX SOFTWARE SERVICES, THE GORDIAN GROUP INC., (BASED OUT OF MAULDIN, SOUTH CAROLINA), IN AN AGGREGATE AMOUNT NOT TO EXCEED $2,000,000.00; FOR AN INITIAL PERIOD OF ONE YEAR, WITH THE OPTION TO RENEW AT CITY COUNCIL'S DISCRETION.

The City Council is informed that:

WHEREAS, the City of Las Cruces will benefit by having a pool of contractors to perform repairs, alteration, remodeling, rehabilitation, demolition, and new construction of buildings, structures, and infrastructure, and

WHEREAS, the cost to perform the work will be based on established unit prices as called out in detailed tasks and specifications, and

WHEREAS, Project Management is recommending using the Job Order Contracts to have a pool of contractors to help complete projects in a timely manner, and

WHEREAS, with a larger pool of pre-qualified contractors, staff projects construction costs for smaller projects will be more competitive, and

WHEREAS, funds for potential projects are allocated to various accounts, within City Council approved budgets.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT, City staff is authorized to utilize the existing Job Order Contracts (JOC) that New Mexico State University has with The Gordian Group Inc., B And H Mechanical Inc., of Las Cruces, New Mexico, Donner Plumbing And Heating Inc., of Las Cruces, New Mexico, ESA Construction Inc., of Albuquerque, New Mexico, Lynco Electric Co. Inc., of Las Cruces, New Mexico, Lynx Electric Company Inc., of Albuquerque, New Mexico, Sun City

Builders Inc., of Las Cruces, New Mexico, LC Structural Construction, LLC, of Las Cruces, New Mexico, Duran Construction Inc., of Las Cruces, New Mexico, Basic IDIQ, Inc., of El Paso, Texas and Centennial Contractors Enterprises Inc., of Albuquerque, New Mexico; in an aggregate amount not to exceed $2,000,000.00.

(II)

THAT, City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2009.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: November 16, 2009

Resolution No.: 09-10-413

Existing Contract Purchase For
Job Order Contracts

The Las Cruces City Council is provided the following information concerning this request:

RFP/BID SOLICITATION INFORMATION:

1. Existing Contract Issuer **New Mexico State University (NMSU)**
2. Contract Numbers: **CFB#10071617-P/CFB#10061244-P**
3. Contract Expiration Date: **September 8, 2013/September 2, 2010**
4. Description: **Job Order Contracts**
5. Using Department: **Facilities/Project Management**
6. Current Award Recommendation To: **B & H Mechanical, Inc.; Donner Plumbing & Heating, Inc.; LC Structural Construction, LLC.; and Duran Construction, Inc.; of Las Cruces, NM; Basic IDIQ, Inc., of El Paso, TX; ESA Construction, Inc.; Lynx Electric Company, Inc.; and Centennial Contractors Enterprises, Inc., of Albuquerque, NM; and Pricing Index Software Services, the Gordian Group, Inc. of Mauldin, SC**
7. Award Amount (includes any tax and contingency): **Not to Exceed $2,000,000.00**
8. Contract Duration: **One Year**

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316**.

Purchasing Manager — Date: 11/30/09.

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	**Various**

City of Las Cruces®

TO: Martha Montoya, Contract Analyst

FROM: Miguel Samaniego, Project Manager

DATE: October 16, 2009

SUBJECT: Acceptance Memo for Job Order Contract (JOC)

FILE NO.: PM-09-220

Project Management wishes to utilize New Mexico State University Pricing Agreements; FB# I0071617-P and CFB# I0061244-P, for Job Order Contract and Job Order Contract for Mechanical & Electrical.

The following are contractors that have accepted to extend NMSU contract terms to the City of Las Cruces:

Isaac Duran
Duran Construction,Inc.
1441 Union Ave
Las Cruces, NM 88005

Lisa Cooley
Centennial Contractors Enterprises,Inc.
4113 Nubank Blvd. Suite 400
Albuquerque, NM 87111

Patrick Apodaca
B & H Mechanical,Inc.
PO Box 1956
Las Cruces, NM 88007

Thomas Preckett
ESA Construction, Inc.
3435 Girard NE
Albuquerque, NM 87107

Tom Walstrom
Lynx Electric Company Inc.
501 General Somervell St SE
Albuquerque NM 87123

Johnny D. Tapia
LC Structural Construction, LLC
904 Pinon St.
Las Cruces, NM 88001

Michael Roman
Basic IDIQ,Inc.
5772 N. Mesa
El Paso, TX 79912

Randy Lobb
Donner Plumbing and Heating, Inc.
208 North Campo
Las Cruces, NM 88001

Raylyn Wilcox
Lynco Electric Co., Inc.
1540 W. Amador
Las Cruces, NM 88005

Claude Sapien
Sun City Builders Inc.
1101 Medpark Dr.
Las Cruces, NM 88005

Establishing the JOC will enable us to create a pool of contractors to construct, remodel, renovate, repair, and rehabilitate City buildings.

The services to take place in Fiscal Year 09/10. The projects will be funded through various accounts.

Attachments

cc: Eric Martin, Project Management Administrator
Brian Denmark, Facilities Director

AGREEMENT

This Agreement is made this 11th day of February, 2003, by and between New Mexico State University, whose address is Academic Building C, Stanley Drive, Room 101, Las Cruces, New Mexico 88003, ("Client"), and The Gordian Group, Inc., whose address is 531 South Main Street, Suite M7, Greenville, South Carolina 29601 ("TGG").

WITNESSETH

WHEREAS, Client desires to engage the services of a firm to serve as consultants and to perform services related to the development and implementation of a Job Order Contracting Program ("JOC"), in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
TERM

Client hereby retains TGG as Client's Job Order Contracting Consultant for the term commencing on the date of this Agreement and expiring forty-eight (48) months thereafter unless terminated or extended as provided for herein.

ARTICLE II
LICENSE AGREEMENT

TGG hereby grants to Client and Client hereby accepts from TGG a non-exclusive right, license, and privilege to use TGG's JOC System and other related Proprietary Information in connection with the terms and conditions set forth in this Agreement. The parties hereby agree that "Proprietary Information" shall include, but is not limited to, TGG's Construction Task Catalog™ (also referred to as CTC, Unit Price Book and UPB), PROGEN® software and support documentation, training materials and other proprietary materials developed by TGG. In the event this Agreement expires or terminates as provided herein, the Client shall return to TGG all Proprietary Information in the Client's possession.

Client acknowledges that disclosure of Proprietary Information will result in irreparable harm to TGG for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone other than employees, agents, and others Client deems necessary for the proper operation of the JOC Program without first receiving the written consent of TGG. Client further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of TGG in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Client to the extent allowed by law.

Notwithstanding the foregoing, Client shall be allowed to distribute materials as required for the proper performance of JOC.

ARTICLE III
DUTIES AND RESPONSIBILITIES — BASIC SERVICES

TGG will assume the following duties and responsibilities:

1. TGG will provide experienced staff that will be responsible for the JOC development and implementation program. This staff will report directly to Client and will be available to assist Client with any JOC related issues. Client may request TCG to remove any such staff member and TCG shall comply with such request immediately.

2. TGG will be responsible for the development of JOC documents including the unit price book, technical specifications, contract terms and conditions and bid documents.

3. TGG will be responsible for the development of the automated JOC proposal development system (PROGEN®), which will be capable of generating the JOC documents including contractor cost proposals, cost estimates and other management reports and forms.

4. TGG will be responsible for installing and testing PROGEN® on both Client and JOC contractor hardware systems. Client will have no restrictions on the number of PROGEN® installations.

5. TGG will be responsible for testing/debugging PROGEN® under actual field conditions prior to the implementation of JOC. Such field conditions shall be as identified by Client.

6. TGG will be responsible for conducting the activities necessary for establishing the structure of the Client's JOC program, informing the internal Client staff as well as the contracting community about JOC, assisting with procurement of the actual JOC contractors and assisting with development of the actual execution procedures that Client will use in executing the JOC concept. Specific services will include:

   - Develop the JOC Program Structure/Bidding Strategy,
   - Prepare and Conduct Pre-Bid Seminars,
   - Prepare and Conduct an External Marketing Program,
   - Prepare and Conduct an Internal Marketing Program, and
   - Coordinate and Develop the JOC Execution Procedures.

7. TGG will be responsible for developing a comprehensive JOC training program, which will include different course modules in order for Client staff to receive specialized training.

8. TGG staff will assist in the actual execution of the contracts by helping Client staff develop the initial Work Orders. TGG staff will attend and monitor initial site visits, proposal

development and negotiation sessions. During the ninety (90) day period after award of the first JOC contractor, TGG will provide on-site service as needed to ensure that the implementation phase of the JOC program is completed successfully.

9. TGG will be responsible for providing comprehensive JOC support to Client for a period of sixty (60) months following the award of the first JOC contract by Client. TGG will also monitor the overall program and prepare any status reports required by Client.

ARTICLE IV
DUTIES AND RESPONSIBILITIES — ADDITIONAL SERVICES

TGG shall provide additional services to Client as mutually agreed. However, no additional service will be provided by TGG without prior authorization by Client.

ARTICLE V
DUTIES AND RESPONSIBILITIES — Client

Client will assume the following duties and responsibilities:

1. Review all documentation and requests for information submitted by TGG in a timely manner.

2. Provide full information regarding requirements for the JOC Program, including but not limited to facilities lists, current Client procedures, programs, technical specifications and bidding information.

3. Designate, in writing, a representative who shall render or obtain decisions in a timely manner pertaining to the JOC Program.

4. Provide reasonable office space, furniture, fixtures, telephones, equipment and supplies to TGG's JOC development team. Such items shall solely be used in fulfilling TCG's obligations under this Agreement.

5. Provide reproduction services for all draft and final versions of the Construction Task Catalog, Technical Specifications, Contract Terms and Conditions, Instructions to Bidders and Proposal Forms, Execution Procedures and Training Materials.

ARTICLE VI
INDEMNIFICATION

As between the parties, each party will be solely responsible for liability arising from personal injury, including death or damage to property, arising from the act or failure to act of the respective party or of its officials, agents, and employees pursuant to this Agreement The liability of the Regents of New Mexico State University shall be subject to the immunities and limitations of the New Mexico Tort Claims Act and any amendments thereto.

ARTICLE VII
INSURANCE

TGG shall maintain general liability insurance coverage of $1,000,000 per occurrence and workers' compensation insurance as required by law during the entire term of this Agreement. TGG shall furnish to Client a certificate of insurance evidencing the required coverage and providing that the insurance will not be cancelled without thirty (30) days written notice to Client.

ARTICLE VIII
SCHEDULE OF FEES

In consideration of the Basic Services performed under Article III above, Client agrees to utilize the JOC system for the placement of at least one million dollars ($1,000,000) in construction services, and to pay TGG a licensing fee according to the following schedule:

- For any amounts cumulating up to and including six million dollars ($6,000,000) of work ordered under the JOC system, Client agrees to pay TGG five percent (5%) of that amount.

- For any amounts cumulating over six million dollars ($6,000,000) of work ordered under the JOC system, Client agrees to pay TGG one and one-half percent (1½%) of that amount.

In consideration for additional services, TGG shall be compensated an amount equal to (1) 250% of actual direct labor costs plus reimbursement for the actual cost of all non-labor direct expenses incurred by TGG, or (2) a mutually agreed upon fee.

ARTICLE IX
PAYMENT

Invoices for TGG's fee shall be submitted monthly. Invoices for any additional services provided pursuant to this Agreement shall be submitted on a monthly basis and shall include a detailed description of the services provided.

Client shall pay TGG's invoices within thirty (30) calendar days from the invoice date. Any invoice not disputed by Client in writing within fourteen (14) calendar days from receipt of the invoice shall be deemed proper. In the event of a dispute, Client shall pay all undisputed invoice amounts within thirty (30) days of the original invoice date.

ARTICLE X
CHANGE OF SCOPE

Client may, from time to time, request changes in the scope of services to be performed by TGG hereunder or may request an extension of the term of this Agreement. No such change, including any increase or decrease in the amount of compensation, which shall be mutually agreed upon by and between Client and TGG, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

ARTICLE XI
TERMINATION OF THIS AGREEMENT

Termination by Client:

Client may terminate this Agreement for convenience at anytime by providing notice to TGG in writing ninety (90) days prior to such termination. In the event Client exercises such termination right, Client shall pay to TGG, within (30) days, five percent (5%) of one million dollars ($1,000,000) less the sum of all payments made prior to termination.

If at the end of any consecutive six (6) month period during the term of this Agreement, Client has discontinued efforts to utilize the JOC System and Client has not utilized the JOC System to order one million dollars ($1,000,000) in construction services, then this Agreement shall be deemed terminated for convenience and Client shall pay to TGG, within thirty (30) days, five percent (5%) of one million dollars ($1,000,000) less the sum of all payments made prior to termination.

If TGG shall fail to fulfill its obligation under this Agreement or if TGG shall violate any of the material provisions of this Agreement, then Client shall thereupon have the right to terminate this Agreement for cause by giving written notice specifying the cause for such termination and the termination date which shall be at least seven (7) days after the date such notice is given.

Termination by TGG:

If Client shall fail to fulfill its obligation under this Agreement or if Client shall violate any of the material provisions of this Agreement, then TGG shall thereupon have the right to terminate this Agreement for cause by giving written notice specifying the cause for such termination and the termination date which shall be at least seven (7) days after the date such notice is given. In the event TGG exercises such termination right, Client shall pay to TGG, within thirty (30) days, five percent (5%) of one million dollars ($1,000,000) less the sum of all payments made prior to termination.

ARTICLE XII
CONTRACT UNASSIGNABLE

Neither Client nor TGG shall have the right to assign or transfer its interest in this Agreement. However, if TGG shall elect to change the name of the corporation, such an event shall not be construed to be an assignment under the terms thereof.

ARTICLE XIII
ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Client and TGG and may be amended only by written instrument, which is approved by both parties.

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079701
PO Date: 09/06/09
Requisition Number:
Delivery Date:
Payment Terms: Net 30
FOB:

Vendor: Gordian Group Inc
140 Bridges Rd
Ste E
Mauldin SC 29662-3260

No: 800092555

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** Pricing Agreement **********			
	CONSULTING SERVICES			
	PERIOD COVERED: 9/6/2009 - 9/5/2010			
	CONTRACT PERIOD: ONE (1) YEAR CONTRACT			
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER.			
	This agreement is being processed in conjunction			

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/6/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507868-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

VENDOR COPY

08/18/2005

Page 2

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079701
PO Date: 09/06/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 30
FOB:

Vendor: Gordian Group Inc
140 Bridges Rd
Ste E
Mauldin SC 29662-3260

No: 800092555

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	with UMN'S RFP #199 and all terms & conditions of that RFP are incorporated herein unless otherwise noted				
1	9204 Consulting	1.00	LOT	100.0000	100.00

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

9/06/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

VENDOR COPY

08/18/2006

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New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

[redacted]	P0072290
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	
Payment Terms: Net 10	
FOB: Not applicable	

Vendor: [redacted]
5772 N Mesa
El Paso TX 79912

No: 800433663

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted]
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer	SEE REVERSE SIDE FOR TERMS/CONDITIONS
Jack Provencio	PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] Pricing Agreement ********** [redacted] ********** JOB ORDER CONTRACT ********** [redacted] All terms and conditions of NMSU Bid I0071617-P and the bid submitted by Alan Wilde are incorporated herein. Contract Period: 9/09/09 - 9/08/13 Period Covered: 9/09/09 - 9/08/10			

TOTAL: CONTINUED

Jack Provencio
for Director of Purchasing

9/9/09
Date

Index / Account Amount Item

[redacted]

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079290
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Basic IDIQ Inc
5772 N Mesa
El Paso TX 79912

No: 800433663

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	NOTE: This is the first year of a four agreement which expires 9/08/13 DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER.				
1	9312 Construction - Facilities Planning PLEASE NOTE FIRST YEAR ADJUSTED FACTORS	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

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575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079290	P0079290
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Basic IDIQ Inc
5772 N Mesa
El Paso TX 79912

No: 800433663

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
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PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	NORMAL WORK HOURS ADJUSTMENT FACTOR (State Funded Projects) 1.1400			
	OTHER THAN NORMAL WORK HOURS FACTOR (State Funded Projects) 1.2200			
	NORMAL WORK HOURS ADJUSTMENT FACTOR (Federally Funded Projects) 1.1400			
	OTHER THAN NORMAL WORK HOURS FACTOR (Federally Funded Projects) 1.2200			
	ADJUSTMENT FACTOR FOR GRANTS, NM 1.1400			

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

FILE COPY

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079290
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Basic IDIQ Inc
5772 N Mesa
El Paso TX 79912

No: 800433663

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	ADJUSTMENT FACTOR FOR ALAMOGORDO, NM 1.1400			
	ADJUSTMENT FACTOR FOR CARLSBAD, NM 1.1800			

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

09/19/2005

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079315	P0079315
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	
Payment Terms: Net 10	
FOB: Not applicable	

Vendor: Centennial Contractors Enterprises Inc
4113 Eubank Blvd NE
Ste 400
Claunch NM 87011

No: 800451507

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** Pricing Agreement **********			
	********** JOB ORDER CONTRACT **********			
	RE: NMSU BID I0071617-P			
	All terms and conditions of NMSU I0071617-P and the bid submitted by Debra Dowden-Crockett are incorporated herein.			
	Contract Period: 09/09/09 - 09/08/13			
	Period Covered: 09/09/09 - 09/08/10			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

9/09/09
Date

Index / Account Amount Item

PUBLIC COPY

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079315
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Centennial Contractors Enterprises Inc
4113 Eubank Blvd NE
Ste 400
Claunch NM 87011

No: 800451507

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	NOTE: This is the first year of a four year agreement which expires 09/08/13 DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER.				
1	9312 Construction - Facilities Planning PLEASE NOTE FIRST YEAR ADJUSTED FACTORS	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

358

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079315	P0079315
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Centennial Contractors Enterprises Inc
4113 Eubank Blvd NE
Ste 400
Claunch NM 87011

No: 800451507

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	NORMAL WORK HOURS ADJUSTMENT FACTOR (State Funded Projects) 1.1401			
	OTHER THAN NORMAL WORK HOURS FACTOR (State Funded Projects) 1.1971			
	NORMAL WORK HOURS ADJUSTMENT FACTOR (Federally Funded Projects) 1.1572			
	OTHER THAN NORMAL WORK HOURS FACTOR (Federally Funded Projects) 1.2151			
	ADJUSTMENT FACTOR FOR GRANTS, NM 1.1000			

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

FILE COPY

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079315
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Centennial Contractors Enterprises Inc
4113 Eubank Blvd NE
Ste 400
Claunch NM 87011

No: 800451507

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	ADJUSTMENT FACTOR FOR ALAMOGORDO, NM 1.1401			
	ADJUSTMENT FACTOR FOR CARLSBAD, NM 1.1000			

TOTAL: 100.00

Jack Provencio
For Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

09/18/2005

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079292	P0079292
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	
Payment Terms: Net 10	
FOB: Not applicable	

Vendor: Duran Construction
1441 Union Ave
Las Cruces NM 88005

No: 800108232

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** Pricing Agreement **********			
	********** JOB ORDER CONTRACT **********			
	RE: NMSU BID I0071617-P			
	All terms and conditions of NMSU Bid I0071617-P and the bid submitted by Isaac Duran are incorporated herein.			
	Contract Period: 9/09/09 - 9/08/13			
	Period Covered: 9/09/09 - 9/08/10			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

9/09/09
Date

Index / Account Amount Item

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079292
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Duran Construction
1441 Union Ave
Las Cruces NM 88005

No: 800108232

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	. NOTE: This is the first year of a four year agreement which expires 9/08/13. . DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. .				
1	9312 Construction - Facilities Planning . PLEASE NOTE FIRST YEAR ADJUSTED FACTORS .	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

09/19/2005

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079292	P0079292
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Duran Construction
1441 Union Ave
Las Cruces NM 88005

No: 800108232

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	NORMAL WORK HOURS ADJUSTMENT FACTOR (State Funded Projects) 1.1800			
	OTHER THAN NORMAL WORK HOURS FACTOR (State Funded Projects) 1.2500			
	NORMAL WORK HOURS ADJUSTMENT FACTOR (Federally Funded Projects) 1.2000			
	OTHER THAN NORMAL WORK HOURS FACTOR (Federally Funded Projects) 1.2500			
	ADJUSTMENT FACTOR FOR GRANTS, NM 1.2000			

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

FILE COPY

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079292
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Duran Construction
1441 Union Ave
Las Cruces NM 88005

No: 800108232

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	ADJUSTMENT FACTOR FOR ALAMOGORDO, NM 1.1000			
	ADJUSTMENT FACTOR FOR CARLSBAD, NM 1.2000			

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

09/19/2005

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

[redacted]	P0079291
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	
Payment Terms: Net 10	
FOB: Not applicable	

Vendor: [redacted]
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted]
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] Pricing Agreement ********** . [redacted] JOB ORDER CONTRACT ********** . [redacted] RE: NMSU BID I0071617-P . All terms and conditions of NMSU Bid I0071617-P and the bid submitted by Thomas Preckett are incorporated herein. . Contract Period: 09/09/09 - 09/08/13 . Period Covered: 09/09/09 - 09/08/10			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

9/09/09
Date

Index / Account	Amount	Item

[redacted]

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079291
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: ESA Construction Inc
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	NOTE: This is the first year of a four year agreement which expires 9/08/13 DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER.				
1	9312 Construction - Facilities Planning PLEASE NOTE FIRST YEAR ADJUSTMENT FACTORS	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

09/19/2005

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079291	P0079291
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: ESA Construction Inc
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	NORMAL WORK HOURS ADJUSTMENT FACTOR (State Funded Projects) 1.1100			
	OTHER THAN NORMAL WORK HOURS FACTOR (State Funded Projects) 1.2200			
	NORMAL WORK HOURS ADJUSTMENT FACTOR (Federally Funded Projects) 1.1100			
	OTHER THAN NORMAL WORK HOURS FACTOR (Federally Funded Projects) 1.2200			
	ADJUSTMENT FACTOR FOR GRANTS, NM 1.2000			

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

FILE COPY

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
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575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079291
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: ESA Construction Inc
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	ADJUSTMENT FACTOR FOR ALAMOGORDO, NM 1.2000			
	ADJUSTMENT FACTOR FOR CARLSBAD, NM 1.2000			

TOTAL: 100.00

Jack Provencio
for Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

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P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079316
PO Date: 09/08/09
Requisition Number:
Delivery Date:
Payment Terms: Net 10
FOB: Not applicable

P0079316

Vendor: L[redacted]
904 Pinion St
Las Cruces NM 88001-2306

No: 800451508

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted] Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] Pricing Agreement [redacted] **********			
	********** [redacted] JOB ORDER CONTRACT [redacted] **********			
	[redacted] RE: NMSU BID I0071617-P [redacted]			
	All terms and conditions of NMSU Bid I0071617-P and the bid submitted by Johnny Tapia are incorporated herein.			
	Contract Period: 09/09/09 - 09/08/13			
	Period Covered: 09/09/09 - 09/08/10			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

9/09/09
Date

Index / Account | Amount | Item

[redacted]

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079316
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms: Net 10
FOB: Not applicable

Vendor: LC Structural Construction LLC
904 Pinion St
Las Cruces NM 88001-2306

No: 800451508

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	NOTE: This is the first year of a four year agreement which expires 9/08/13. DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER.				
1	9312 Construction - Facilities Planning PLEASE NOTE FIRST YEAR ADJUSTED FACTORS	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

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575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079316	P0079316
PO Date: 09/08/09	
Requisition Number:	
Delivery Date:	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: LC Structural Construction LLC
904 Pinion St
Las Cruces NM 88001-2306

No: 800451508

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	NORMAL WORK HOURS ADJUSTMENT FACTOR (State Funded Projects) 1.2051			
	OTHER THAN NORMAL WORK HOURS FACTOR (State Funded Projects) 1.2500			
	NORMAL WORK HOURS ADJUSTMENT FACTOR (Federally Funded Projects) 1.2051			
	OTHER THAN NORMAL WORK HOURS FACTOR (Federally Funded Projects) 1.2500			
	ADJUSTMENT FACTOR FOR GRANTS, NM 1.2010			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

9/09/09
Date

FILE COPY

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0079316
PO Date: 09/08/09
Requisition Number:
Delivery Date:

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: LC Structural Construction LLC
904 Pinion St
Las Cruces NM 88001-2306

No: 800451508

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	ADJUSTMENT FACTOR FOR ALAMOGORDO, NM 1.0895			
	ADJUSTMENT FACTOR FOR CARLSBAD, NM 1.2010			

TOTAL: 100.00

Jack Provencio
For Director of Purchasing

9/09/09
Date

STATE & FEDERAL TAX EXEMPT CERTIFICATE #01-507888-004
FEDERAL ID NUMBER 85-6000401

New Mexico State University is an agency of the State of New Mexico. This certification is consistent with state Statutes 7-9-5 and 7-9-43(B) and issued in lieu of a "Nontaxable Transaction Certificate." This order may be retained by seller as evidence that this sale is deductible from the seller's gross receipts. This exemption does not apply to the purchase of services, lease of property, or items purchased for a construction project.

09/19/2005

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1 **Page 1**

[redacted]
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064411

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: [redacted]
[redacted]
PO Box 1956
Las Cruces NM 88007

No: 800095048

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted]
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] Pricing Agreement [redacted] **********			
	[redacted] JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL [redacted] CONTRACT PERIOD: 9/23/09 - 9/22/10			
	RE: NMSU BID # 10061244-P			
	The term of this contract shall be one (1) year with an option to renew by mutual consent for one (1) additional one (1) year period.			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

10/1/09
Date

Index / Account Amount Item

[redacted]

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1 | Page 1

PO Number: P0064411
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064411

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: B and H Mechanical Inc
PO Box 1956
Las Cruces NM 88007

No: 800095048

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** Pricing Agreement **********			
	JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL			
	CONTRACT PERIOD: 9/23/09 - 9/22/10			
	RE: NMSU BID # I0061244-P			
	The term of this contract shall be one (1) year with an option to renew by mutual consent for one (1) additional one (1) year period.			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

10/1/09
Date

Index / Account | Amount | Item

Change Order: 1 Page 2

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064411
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064411

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: B and H Mechanical Inc
PO Box 1956
Las Cruces NM 88007

No: 800095048

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. . . All terms and conditions of NMSU Bid # I0061244-P as well as the bid submitted by Donald Black shall be incorporated herein.				
1	9312 Construction - Job Order Contract Mech. & Elec. . PLEASE NOTE ADJUSTMENT FACTORS: .	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

375

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1

PO Number: P0064411
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064411

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: B and H Mechanical Inc
PO Box 1956
Las Cruces NM 88007

No: 800095048

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	NORMAL WORKING HRS: 1.6463			
	OTHER THAN NORMAL WORKING HRS: 1.7577			
	NORTHERN NEW MEXICO: 2.0214			
	SOUTHERN NEW MEXICO: 1.9996			

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

10/1/09
Date

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New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1 Page 1

[redacted]
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064425

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: [redacted]
208 North Campo
Las Cruces NM 88001

No: 800407811

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted]
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] **********			
	JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL			
	CONTRACT PERIOD: 9/23/09 - 9/22/10			
	RE: NMSU BID # I0061244-P			
	The term of this contract shall be one (1) year with an option to renew, by mutual consent, for one (1) additional one (1) year period.			
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER.			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

10/01/09
Date

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[redacted]

377

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
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Change Order: 1

PO Number: P0064425
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064425

Vendor: Donner Plumbing and Heating Inc
208 North Campo
Las Cruces NM 88001

Payment Terms:
Net 10
FOB:
Not applicable

No: 800407811

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. . . All terms and conditions o NMSU bid # I0061244-P as well as the bid submitted by Randy Lobb shall be incorporated herein.				
1	9312 Construction - Job Order Contract Mech. & Elec. . PLEASE NOTE ADJUSTMENT FACTORS: . NORMAL WORKING HRS: 1.4237	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

New Mexico State University
Central Purchasing and Risk Management Office
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Change Order: 1 Page 3

PO Number: P0064425
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064425

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Donner Plumbing and Heating Inc
208 North Campo
Las Cruces NM 88001

No: 800407811

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	OTHER THAN NORMAL WORKING HRS: 1.5180			
	NORTHERN NEW MEXICO: 1.4237			
	SOUTHERN NEW MEXICO: 1.4133			

TOTAL: 100.00

Jack Provencio
For Director of Purchasing

10/1/09
Date

FILE COPY

Change Order: 1

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

[redacted]
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064427

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: [redacted]
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted]
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] **********			
	JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL			
	CONTRACT PERIOD: 9/23/09 - 9/22/10			
	RE: NMSU BID # I0061244-P			
	The term of this contract shall be for one (1) year with an option to renew, by mutual consent, for one (1) additional one (1) year period.			
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER.			

TOTAL: CONTINUED

Jack Provencio
Director of Purchasing

10/1/09
Date

Index / Account Amount Item

[redacted]

Change Order: 1 Page 2

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064427
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064427

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: ESA Construction Inc
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. . . All terms and conditions of NMSU Bid # I0061244-P as well as the bid submitted by Thomas Preckett shall be incorporated herein.				
1	9312 Construction - Joc Order Contract Mech. & Elec. . PLEASE NOTE ADJUSTMENT FACTORS: . NORMAL WORKING HRS: 1.6196	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1

PO Number: P0064427
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064427

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: ESA Construction Inc
3435 Girard NE
Albuquerque NM 87107

No: 800092743

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	OTHER THAN NORMAL WORKING HRS: 1.8193			
	NORTHERN NEW MEXICO: 2.0482			
	SOUTHERN NEW MEXICO: 1.8544			

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

10/1/09
Date

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New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
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575.646.2916 (V) 575.646.3736 (F)

Change Order: 1 Page 1

[redacted]
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064429

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: [redacted]
Lynco Electric Co Inc.
1540 W Amador
Las Cruces NM 88005

No: 800108986

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: [redacted]
Ofc-Facilities & Serv MSC3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** [redacted] Pricing Agreement [redacted] **********			
	JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL [redacted]			
	CONTRACT PERIOD: 9/23/09 - 9/22/10 [redacted]			
	RE: NMSU BID # I0061244-P [redacted]			
	The term of this contract shall be one (1) year with an option to renew, by mutual consent, for one (1) additional one (1) year period.			
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER.			

TOTAL: CONTINUED

Jack Provencio
Director of Purchasing

10/1/09
Date

Index / Account Amount Item

[redacted]

Change Order: 1 Page 2

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064429
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064429

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Lynco Electric Co Inc.
1540 W Amador
Las Cruces NM 88005

No: 800108986

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. . . All terms and conditions of NMSU Bid # I0061244-P as well as the bid submitted by Raylyn Wilcox shall be incorporated herein.				
1	9312 Construction - Job Order Contract Mech & Elec. . PLEASE NOTE ADJUSTMENT FACTORS: . NORMAL WORKING HRS: 1.7773	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

10/1/09
Date

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New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1

PO Number: P0064429
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064429

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Lynco Electric Co Inc.
1540 W Amador
Las Cruces NM 88005

No: 800108986

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	OTHER THAN NORMAL WORKING HRS: 1.9867			
	NORTHERN NEW MEXICO: 2.0704			
	SOUTHERN NEW MEXICO: 1.9448			

TOTAL: 100.00

Jack Provencio
For Director of Purchasing

10/1/09
Date

FILE COPY

Change Order: 1 Page 1

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
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PO Number: P0064517	P0064517
PO Date: 09/26/08	
Requisition Number:	
Delivery Date: 09/22/10	

Payment Terms:
Net 30
FOB:
Not applicable

Vendor: Lynx Electric Company Inc
501 General Somervell St SE
Albuquerque NM 87123

No: 800422117

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** Pricing Agreement **********			
	JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL			
	CONTRACT PERIOD: 9/23/09 - 9/22/10			
	RE: NMSU BID # I0061244-P			
	The terms of this contract shall be for one (1) year with an option to renew, by mutual consent, for one (1) additional one (1) year period.			
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER.			

TOTAL: CONTINUED

Jack Provencio
For Director of Purchasing

10/1/09
Date

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New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

Change Order: 1

PO Number: P0064517
PO Date: 09/26/08
Requisition Number:
Delivery Date: 09/22/10

P0064517

Payment Terms:
Net 30
FOB:
Not applicable

Vendor: Lynx Electric Company Inc
501 General Somervell St SE
Albuquerque NM 87123

No: 800422117

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity		Unit Cost	Total Cost
	SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. . All terms and conditions of NMSU Bid # I0061244-P as well as the bid submitted by Mr. Sample shall be incorporated herein.				
1	9312 Construction - Job Order Contract Mech. & Elec. . PLEASE NOTE ADJUSTMENT FACTORS: . NORMAL WORKING HRS: 1.6096 .	1.00	LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

Change Order: 1

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064517	P0064517
PO Date: 09/26/08	
Requisition Number:	
Delivery Date: 09/22/10	

Payment Terms:
Net 30
FOB:
Not applicable

Vendor: Lynx Electric Company Inc
501 General Somervell St SE
Albuquerque NM 87123

No: 800422117

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	OTHER THAN NORMAL WORKING HRS: 1.7273			
	NORTHERN NEW MEXICO: 1.5049			
	SOUTHERN NEW MEXICO: 1.6096			

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

388

Change Order: 1

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064431	P0064431
PO Date: 09/23/08	
Requisition Number:	
Delivery Date: 09/22/10	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Sun City Builders Inc
1101 Medpark Dr
Las Cruces NM 88005

No: 800092063

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS
PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	********** Pricing Agreement **********			
	JOB ORDER CONTRACT FOR MECHANICAL AND ELECTRICAL			
	CONTRACT PERIOD: 9/23/09 - 9/22/10			
	RE: NMSU BID # I0061244-P			
	The term of this contract shall be one (1) year with an option to renew, by mutual consent, for one (1) additional one (1) year period.			
	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER.			

TOTAL: CONTINUED

Jack Provencio
Director of Purchasing

10/1/09
Date

Index / Account Amount Item

FILE COPY

Change Order: 1

New Mexico State University

Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064431	P0064431
PO Date: 09/23/08	
Requisition Number:	
Delivery Date: 09/22/10	

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Sun City Builders Inc
1101 Medpark Dr
Las Cruces NM 88005

No: 800092063

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer: Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER. . . All terms and conditions of NMSU Bid # I0061244-P as well as the bid submitted by Claude Sapien shall be incorporated herein.			
1	9312 Construction - Job Order Contract Mech. & Elec. . PLEASE NOTE ADJUSTMENT FACTORS: . NORMAL WORKING HRS: 1.3180	1.00 LOT	100.0000	100.00

TOTAL: CONTINUED

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

Change Order: 1

New Mexico State University
Central Purchasing and Risk Management Office
P.O. Box 30001, MSC 3890
Las Cruces, New Mexico 88003
www.nmsu.edu/~purchase
575.646.2916 (V) 575.646.3736 (F)

PO Number: P0064431
PO Date: 09/23/08
Requisition Number:
Delivery Date: 09/22/10

P0064431

Payment Terms:
Net 10
FOB:
Not applicable

Vendor: Sun City Builders Inc
1101 Medpark Dr
Las Cruces NM 88005

No: 800092063

Billing Address:
New Mexico State University
Accounts Payable
P.O. Box 30001, MSC 3FO
Las Cruces, New Mexico 88003
575.646.1189 (V) 575.646.1077 (F)

Ship to: Ofc-Facilities & Serv MSC 3545
1600 Wells Street
PO Box 30001
Las Cruces NM 880038001

ATTN: Ofc-Facilities & Serv - 646-3021

Buyer
Jack Provencio

SEE REVERSE SIDE FOR TERMS/CONDITIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL CARTONS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	OTHER THAN NORMAL WORKING HRS: 1.5996			
	NORTHERN NEW MEXICO: 1.4750			
	SOUTHERN NEW MEXICO: 1.4237			

TOTAL: 100.00

For Jack Provencio
Director of Purchasing

10/1/09
Date

FILE COPY

PROJECT MANUAL

Volume 1

For

Job Order Contract

June 30, 2009

CFB#: I0071617-P

At

NEW MEXICO STATE UNIVERSITY
LAS CRUCES, NEW MEXICO

New Mexico State University

Job Order Contract

June 2009

CFB# I0071617-P

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Volume 1
CFB# I0071617-P

Title Sheet

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All specifications not listed above are contained in the Technical Specifications for the Job Order Contract is contained in Volumes 2a, 2b, 2c and 2d of the Contract Documents.

ADVERTISEMENT FOR BIDS
SECTION 00030

ADVERTISEMENT FOR BIDS

Separate sealed bids will be received by The Regents at its Central Purchasing & Risk Management Administration Office located in Building C, Academic Research Center, south entrance, on Standley Drive between Research Drive and Locust Street, in the Arrowhead Research Park on the Main Campus of New Mexico State University until 2:00 P.M. (local time) on **June 30, 2009**. The sealed bids will then be delivered to the Conference Room and then be publicly opened and read aloud. Bids received after this date and time will not be accepted, and will be returned to the Bidder unopened.

Pre Bid Conference

A pre bid conference will be held on **June 16, 2009 from 9:00 a.m. until 12:00 p.m. It is strongly recommended that potential bidders attend the pre-bid conference.** The purpose of the Pre Bid Conference is to discuss the JOC concept, documents and bid considerations. The training session will address JOC from a contractor's viewpoint. The pre-bid conference will be held at the Office of Facilities, Planning and Construction Conference Room at 1600 Wells Street, west of Locust Street on the Main Campus of NMSU.

Contract Documents Availability

Complete sets of Bidding Documents may be obtained from Central Purchasing and Risk Management, New Mexico State University, Academic Research Building, near the corner of Standley and Locust, Room 101, Las Cruces, New Mexico 88003, Telephone: (505) 646-1697. Licensed contractors may obtain complete sets without deposit. Please extend the courtesy of returning unused sets to Central Purchasing and Risk Management.

Contract documents consist of three (3) volumes. Volume 1 is the Project Manual and will be distributed in a hard copy and on Compact Disk (CD). Volumes 2 and 3 are the Technical Specifications and Construction Task Catalog® and will be contained within a Compact Disk (CD) for review by computer.

Bidding Documents are available for inspection without charge at the following:

Builder's News & Plan Room, 3435 Princeton N.E., Albuquerque, NM 87107, 505/884-1752, FAX: 505/883-1627
Construction Reporter, 1609 2nd St. N.W. Albuquerque, NM 87102, 505/243-9793 FAX: 505/242-4758
F W Dodge, 7500 Viscount Blvd., Suite C40, El Paso, TX 79925 915/778-5097 FAX: 915/775-4641
F W Dodge, 1615 Univ. Blvd. N.E. Albuquerque, NM 87102, 505/243-2817 FAX: 505/842-0231

The Job Order Contract

This Invitation for Bids is for a Job Order Contract (JOC). A JOC is a competitively bid, firm fixed-priced, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. Contractors are bidding on a mark-up, not on a lump sum project cost. The Regents intend to enter into a JOC agreement with the successful bidder for the accomplishment of repair, alteration, modernization, rehabilitation, demolition and construction of infrastructure, buildings, structures, or other public works. Work will be accomplished by issuing a Job Order under the JOC. With the JOC concept, the Contractor furnishes all management, documentation, labor, materials and equipment needed to perform the work. The JOC awarded under this solicitation will have a minimum value of $0.00 and no maximum value. The term of this contract shall be one (1) year with an option to renew by mutual consent for three (3) additional one (1) year periods.

Proposals submitted by mail or any other means than personal delivery must be submitted sufficiently in advance of the bid opening to ensure delivery to the above address prior to the specified opening time. The Regents assume no responsibility for delay in delivery of the proposal either by the United States Postal Service or by any other delivery means. Late bids or those sent by electronic means will not be accepted.

No Bidder will be deemed responsible if it has been debarred by The Regents, if in the preceding twelve months it has failed to perform any contract, or if Bidder's bonding company has been required to complete the work of a contract for Bidder. At the discretion of The Regents, the apparent low Bidder may be required to provide any documentation necessary to show bidder is in good standing, and not subject to debarment.

Prospective bidders must possess a valid New Mexico GB 98 license.

Each Bidder shall deposit with its bid, a bid bond in the amount, form, and subject to the conditions provided in the Instructions to Bidders. A performance bond and a material and payment bond may be required on this project. Refer to Instructions to Bidders for specific requirements concerning bonds.

Contract Documents require that minimum wages to be paid to various classes of laborers and mechanics shall be based upon wages determined by the State Labor Commission in accordance with 13-4-11 NMSA 1978 Compilations.

The Regents reserve the right to issue multiple contracts if it is deemed advantageous and in the best interest of NMSU.

Bidders are also advised that a schedule of liquidated damages is included in the Supplementary Conditions.

The Regents are not tax exempt on construction contracts.

A Bidder may not withdraw its bid for ninety (90) days after the actual date of the bid opening.

The Regents reserve the right to cancel this invitation for bids, to reject any or all bids in whole or in part, and to waive any or all informalities when The Regents determine it is in the best interest of the University.

The criminal laws of New Mexico prohibit bribes, gratuities and kickbacks (30-24-1 NMSA 1978; 30-24-2 NMSA 1978; 30-41-1 to 30-41-3 NMSA 1978).

It has been determined by the Central Purchasing & Risk Management Administration Office that some of the equipment or materials identified in the Bidding Documents may be required to interface with existing, and are considered proprietary. Therefore, substitutions of those items of equipment or materials will not be accepted. See Supplementary Conditions.

End of Section

REGENTS
NEW MEXICO STATE UNIVERSITY

SPECIAL NOTICE/BIDDER'S CHECKLIST SECTION 00050

SPECIAL NOTICE/BIDDER'S CHECKLIST

TO PRECLUDE POSSIBLE ERRORS AND/OR MISINTERPRETATIONS, BIDDERS' ATTENTION IS CALLED TO THE FOLLOWING REQUIREMENTS FOR THIS BID. **THIS LIST IS NOT MEANT TO BE ALL-INCLUSIVE.** BIDDER SHOULD BE FAMILIAR WITH ALL OF THE BIDDING DOCUMENTS (see General Conditions 1.1.2).

1. **SPECIAL REQUIREMENTS:** (Information on each item is included in other Bidding Documents.)

    1. Brand name specified: Submittals for "prior approval of equals" are required by the due date set forth in Instructions to Bidders, Requirements for Prior Approval.
    2. Compliance with New Mexico wage laws
    3. Liquidated damages are required for late completion

A pre bid conference will be held in the Office of Facilities Planning and Construction Conference Room, on Wells Street, west of Locust Street on June 16, 2009, at 9:00 A.M. (local time).

2. **BIDDING SUBMITTALS REQUIRED:**

    A. SUBMITTALS REQUIRED TOGETHER WITH BID FORM

        1. Bid Bond in the amount of $5,000.00.

    B. SUBMITTALS REQUIRED — AT BIDDERS OPTION, EITHER TOGETHER WITH BID FORM OR UPON REQUEST FROM THE CENTRAL PURCHASING & RISK MANAGEMENT ADMINISTRATION OFFICE.

        1. Corporate Resolution (if Corporation).
        2. References/list of similar work performed (if required by other Bidding Documents).
        3. Samples (if required by other Bidding Documents.)

3. **BIDDERS' CHECK LIST**

    Failure of bidders to complete a Bid Form in accordance with all instructions provided is cause for Regents to **REJECT BIDS.** To assist you in furnishing a responsible bid, we have prepared this sample checklist for your use, prior to submitting the bid(s). **FAILURE TO COMPLY SHALL BE SUFFICIENT REASON TO REJECT BID.**

    A. **BID FORM:** (Complete the following):

        1. Name of Company on Page 1 and at top of each page of Bid Form.
        2. Authorized signature with name typed or printed.
        3. New Mexico Contractors License Number.
        4. Minimum Wage Act Registration Number, if Applicable

5. List subcontractors as required by Subcontractors Fair Practice Act.

6. Acknowledge addenda.

7. Bid amount written and enumerated. Bid amounts must be affixed in ink legibly or typewritten. Any corrections must be initialed by the person making the corrections or by amendment prior to scheduled bid opening date.

B. **SUBMIT TOGETHER WITH BID FORM:**

1. Bid Bond in the amount of $5,000 (A Bid Bond is the only acceptable Bid Security by The Regents).

   a. At Bidder's option, other required documents, references, and samples may be submitted together with Bid Form. However, all required documents shall be submitted before contract is awarded.

C. **OTHER:**

1. Review and familiarization with Bidding Documents.

2. Bid submitted in sealed envelope with name of project and bid opening date and time shown on the lower left corner of the envelope.

3. Some materials or equipment may be specified as "without substitution" when so approved by The Regents Central Purchasing and Risk Management Administration Office. (See Supplementary Conditions.)

END OF SECTION

INSTRUCTIONS TO BIDDERS
SECTION 00100

INSTRUCTIONS TO BIDDERS

1. REQUEST FOR BIDS:

1.1 Regents of New Mexico State University, an Equal Employment Opportunity Employer, herein called the Regents, requests bids on the Job Order Contract.

1.2 Bids will be received until 2:00 P.M. Local Time, on **June 30, 2009,** at which time the bids shall be opened and read aloud in the office of the Director of Purchasing, in the Central Purchasing & Risk Management Administration Office located in Building C, Academic Research Center, south entrance, on Standley Drive between Research Drive and Locust Street, in the Arrowhead Research Park on the Main Campus of New Mexico State University, Las Cruces, New Mexico. All bids shall be received prior to this time.

1.3 The Regents may consider as informal any bid not prepared and submitted in accordance with the provisions hereof. The Regents may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time of the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. COMPLETION OF BID FORM

2.1 All bid proposals must be made upon the blank Bid Form attached hereto. Bidder shall insert bid factors on lines provided on the Bid Form for the parts of the Work described, both in written words and in figures. The Bid Form must be signed and acknowledged by the Bidder. In order to ensure consideration, bids should be enclosed in a sealed opaque envelope addressed to the Director of Central Purchasing and Risk Management Administration Office, Building C, Academic Research Center, Standley Drive between Research Drive and Locust Street, Arrowhead Research Park, Main Campus, New Mexico State University, Las Cruces, New Mexico 88003-0001. The name of the project, Job Order Contract **I0071617-P**, the bid opening date, **June 30, 2009**, and time **2:00 P.M.** should be shown in the lower left corner of the envelope.

2.2 In case of a difference in written words and figures on the Bid Form, the amount stated in written words shall govern. It is the Bidder's responsibility to deliver its Bid Form at the proper time to the proper place. The mere fact that a Bid Form was dispatched will not be considered. The Bidder must have the Bid Form actually delivered.

2.3 If the Bidder is a Corporation, the signer must be an officer of the Corporation and a copy of the corporate resolution authorizing the officer to sign for the Corporation may accompany the bid or may be submitted at the time the contract is awarded.

2.4 Pre-Bid Conferences

Bidders are **strongly** urged to attend the pre-bid conference. The pre-bid conference will be held at the time and date described in the Advertisement for Bids issued by Regents. Attendance at the pre-bid conference is **strongly recommended** and is held for the purpose of discussing the concept, documents and bid considerations.

2.5 Description of the Job Order Contract Agreement.

1. This solicitation is for the award of a Job Order contract. Multiple Job Order Contracts may be awarded under this same solicitation. A Job Order contract is a competitively bid, indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, and construction of infrastructure, buildings, structures, or other real property. Work is accomplished by issuing fixed price Job Orders under the contract.

3. Minimum and Maximum Contract Values

a. The minimum contract value is the amount so stated by the Regents in the Supplementary Conditions subject to the availability of funds. The Contractor is guaranteed to receive Job Orders totaling at least the minimum amount so stated during the base contract period.

b. The maximum contract value is the amount so stated by the Regents in the Supplementary Conditions. The Contractor will not be issued Job Orders exceeding the maximum contract value during any contract period. However, the Contractor is not guaranteed to receive this volume of work. The Regents have no obligation to issue Job Orders in excess of the minimum contract value.

4. Contract Term

The term of this contract shall be one (1) year with an option to renew by mutual consent for three (3) additional one (1) year periods.

5. Adjustment Factors

a. There are seven adjustment factors for the contract. When preparing a proposal for an individual Job Order, the Contractor shall select the appropriate adjustment factor for each task.

b. The adjustment factors will be applied as follows:

1. Normal working hours – State Funded
2. Normal working hours – Federally Funded
3. Other than normal working hours – State Funded
4. Other than normal working hours – Federally Funded
5. For work at the Grants Campus
6. For work at the Alamogordo Campus
7. For work at the Carlsbad Campus

c. The Contractor shall perform the work described in the detailed scope of work or as shown on the design drawings and referenced in each Job Order. Regents shall have the right to require the Contractor to perform work at any location listed on the Bid Form or in the Supplementary Conditions at the adjustment factors set forth herein.

d. The price of each Job Order shall be:

(1) The sum of the following calculation for each prepriced task: the unit price multiplied by the quantity of units multiplied by the appropriate adjustment factor; plus

(2) The total of all non-prepriced tasks.

6. WITHDRAWAL OF BID

6.1 Within ninety **(90)** days after the opening of the bid proposals, or for a longer length of time as agreed between Regents and Contractor, the Regents will act upon them. If not withdrawn before the bid opening, no Bidder may withdraw his bid within ninety **(90)** days after the actual date of the opening thereof. The acceptance of a bid proposal will be a notice in writing signed by a duly authorized representative of the Regents, and no other act of the Regents shall constitute the acceptance of a bid proposal.

7. BID BONDS:

7.1 Bid Bond: a Bid Bond payable to the Regents in an amount of **$5,000.00** must accompany each bid as a guarantee that, if awarded the bid, the Bidder will enter into a contract with the Regents. This Bid Bond must be in a form satisfactory to the Regents, executed by a surety company authorized to do business in the State of New Mexico.

8. SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

8.1 The Contractor shall provide, prior to award and Notice to Proceed on an individual Job Order, a listing of subcontractors to be used on the project in conformance with the Subcontractors Fair Practice Act. The threshold for listing of Sub-Contractors shall be five thousand dollars **($5,000)**. The Contractor shall list the following information:

8.2 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project in an amount in excess of the listing threshold; and

8.3 The nature of the work, which will be done by each subcontractor. The Contractor shall list only one subcontractor for each category as defined by the Contractor.

8.4 Listed subcontractors must be used to complete the individual Job Order unless written approval is given for good and sufficient reason by the Regents' designated representative, whose decision is final.

8.4.1 In the event the Contractor awarded a bid, desires to perform in-house work of a subcontractor, add a subcontractor, or replace a subcontractor listed; Regents must first consent to the substitution in accordance with the Subcontractors Fair Practice Act. Any costs incurred by Regents because of Contractor's failure to comply with the Subcontractors Fair Practice Act shall be paid by Contractor, and may be deducted from any amount due it, together with reasonable attorney's fees.

8.4.2 Requests for consent of Regents to substitute subcontractors or to perform in-house

Work of a subcontractor shall be submitted to Regents' designated representative, the Director of Central Purchasing and Risk Management Administration Office, New Mexico State University, Box 30001, Department 3890, Las Cruces, New Mexico 88003-0001.

8.4.3 BONDING OF SUBCONTRACTORS: A subcontractor shall provide to the Contractor a performance and payment bond if the subcontractors work to be performed on the project is fifty thousand ($50,000.00) or more. The Contractor shall furnish to the Owner copies of these bonds if requested by the Owner.

8.4.4 Relations between successful Contractor(s) awarded a contract or contracts and Subcontractors shall be in accordance with the Subcontractors Fair Practice Act, Substitution of Subcontractor, Section 14-4-36.

8.4.5 This act does not apply to work covering street lighting and traffic signals; construction, improvement or repair of streets or highways, including bridges; and underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

8.5 THE BIDDER MUST INDICATE ON THE BID FORM THE TYPE AND CLASSIFICATION OF LICENSE AND EXPIRATION DATE AS ISSUED BY THE CONSTRUCTION INDUSTRIES DIVISION. FAILURE TO INDICATE THE TYPE OF CLASSIFICATION MAY RESULT IN NON-CONSIDERATION OF BID.

9. WAGE RATES

9.1 Bidders should note that the New Mexico Department of Labor wage rates shall be required on <u>every</u> Job Order regardless of its value.

9.2 Public Works Minimum Wage Act Registration: A contractor or subcontractor that submits a bid valued at more than $50,000.00 for a Public Works project that is subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Labor Department. All tiers of subcontractors are subject to this law. The registration fee is $200.00 and the form can be obtained from the Labor and Industrial Division of the Department of Labor. The Regents may reject a bid from a contractor that does not have proof of the required registration for itself or its subcontractors.

10. INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other bidding documents shall be made to any Bidder orally. Every request for such interpretation shall be in writing and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which, if issued, shall be mailed to all prospective Bidders (at the respective addresses furnished for such purposes), not later than five days prior to the opening of 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.

11. TECHNICAL AND PROCEDURAL INQUIRIES

11.1 Should any doubt or questions arise respecting the true technical meaning of these specifications, reference shall be made to the Regents Representative, J. Michael Paul, Director OFS Project, telephone (575) 646-7722, whose decision thereon shall be final. Site visits may be arranged during regular working hours by contacting J. Michael Paul at the number above.

11.2 Procedural questions should be directed to Mike Abernethy, Director of Purchasing, Phone: (575) 646-2916; FAX: (575) 646-3736; E-Mail: mabernet@ab.nmsu.edu, whose decision shall be final.

12. LAWS AND REGULATIONS

12.1 The Bidder's attention is directed to the fact that all applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

12.2 Storm Water Control: Amendment to Federal Water Pollution Act prohibits the discharge of any pollutants from a point source unless discharge is authorized by a National Pollutant Discharge Elimination System permit. Phase II of the NPDES storm water program covers small construction activities disturbing 1 to 5 acres. Contractor(s) awarded contract(s) pursuant to these Bidding Documents shall comply with all regulations and requirements of Phase II including as follows: 1) Submission of a Notice of Intent; 2) Development and implementation of a Storm Water pollution prevention plan; 3) Applying and receiving a permit; and 4) Submission of Notice of Termination.

13. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder shall be presumed to have read and to be thoroughly familiar with the contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument, or document, shall in no way relieve any Bidder from obligation in respect of his bid.

14. TIMES FOR START AND COMPLETION OF CONSTRUCTION

Bidders must agree to commence work within ten (10) days of the date of receipt of the written notice to proceed for an individual Job Order by the Regents. **Note that liquidated damages are included for late completion. The Schedule of Liquidated Damages is shown in the Supplementary Conditions.**

15. REGENTS STANDARD FORM OF AGREEMENT

Regents Standard Form of Agreement, Section 00500, hereinafter referred to as "Agreement", and all documents incorporated in that Agreement will be used in the award of this contract. The successful Bidder shall execute this contract without changes with the exception of completion of any blanks that are required to be inserted as a result of the award of the bid. Bidder's Bid Bond shall guarantee Regents the proper execution of this agreement by the successful Bidder.

16. SECURITY FOR FAITHFUL PERFORMANCE

16.1 With, and for each Job Order Proposal greater than **$25,000.00**, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Job Order and for the payment of all persons performing labor on the Job Order and furnishing materials in connection with the Job Order under the proposed contract(s). For the purposes of determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

16.2 Construction Contract Performance Bond and Material and Payment Bond:

The Contractor shall deliver to the Regents the following bonds with each Job Order Proposal greater than **$25,000.00**:

1. A Performance Bond satisfactory to the Regents, in an amount equal to One Hundred Percent **(100%)** of the price specified in the Job Order Proposal; and

2. A Material and Payment Bond satisfactory to the Regents, equal to One Hundred Percent **(100%)** of the price specified in each Job Order Proposal that is greater than **$25,000.00**, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract.

16.3 Bonds shall be issued to The Regents, and executed by a surety company authorized to do business in the State of New Mexico, and approved by the Superintendent of Insurance of the State of New Mexico.

16.4 Power of Attorney

Attorney-in-fact, who signed bid bonds or contract bonds, must file with each bond certified and effectively dated copy of their power-of-attorney.

17. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor and the subcontractor(s) working on contracts entered into subsequent to this bidding shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

18. NEW MEXICO PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT

Bidders should inform themselves fully of the Public Works Apprenticeship and Training Act. Section B of that Act states in part: "Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employees who elect not to participate in training shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director."

19. NEW MEXICO WORKERS' COMPENSATION ACT

Bidders agree to inform themselves fully of the Workers' Compensation Act and to comply with state laws and rules pertaining to Workers' Compensation insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, a contract awarded as a result of this bid may be cancelled effectively immediately.

20. OTHER REQUIREMENTS

20.1 Bidders are required to inform themselves fully of the conditions relating to the locations and labor required for the execution of this Work.

20.2 The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon formal execution of the contract by both parties.

20.3 If the Contractor is in default or violation of this contract and the Regents employ attorneys to defend its rights, then the Contractor is liable for attorney's fees incurred in the resulting legal action.

21. PRE-BID CONFERENCE

A pre-bid conference will be held in the Office of Facilities Planning and Construction Conference Room, on Wells Street, west of Locust Street, **June 16, 2009, at 9:00 A.M. (local time).**

Requests for interpretation must be submitted in writing.

22. SUBMITTALS

22.1 Submittals with Bid:

Requirements for submittal together with Bid Form are:

1. Bid Bond for the Job Order Contract shall be submitted with Bid Form. (A Bid Bond is the only acceptable Bid Security by The Regents.

2. At Bidder's option, other required documents may be submitted together with the Bid Form, or at the times specified in this, and other Bidding Documents.

23. Listing of Subcontractors

Each Job Order proposal shall have listed therein the name, address, telephone number and license number and location of the place of business of each subcontractor under subcontract to the Contractor, which will perform work or labor or render services for the Contractor in excess of **$5,000.00** or one-half of one percent of the Contractor's Job Order proposal, whichever is greater. The proposal shall also state the portion of work or labor or rendition of services that each such subcontractor will do.

END OF SECTION

BID FORM
SECTION 00300

Company Name_____ BID FORM
Call For Bid #I0071617-P

DATE:_____

CALL FOR BID #I0071617-P

Proposal of_____(hereinafter called Bidder) a corporation _____, partnership_____, or an individual_____.

TO: The Director of Central Purchasing and Risk Management Administration Office
New Mexico State University, Las Cruces, New Mexico

1. The undersigned, having familiarized himself with the local conditions affecting the cost of the work, and with the Contract Documents, hereby proposes to serve as the Job Order Contractor for The Regents as required by the Contract Documents, to perform everything required to be performed and to provide and furnish all of the labor, materials, tools, equipment, expendable and otherwise, and to perform and complete in a workmanlike manner and within the specified time the work required, all in accordance with the Contract Documents and unit prices adjusted as hereinafter set forth.

2. In submitting this bid it is understood by the bidder that if written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for signature.

3. The Bidder understands that The Regents reserve the right to reject any or all Bids, to waive minor informalities in any bid, to award the contract in the best interest of New Mexico State University.

4. Bidder acknowledges receipt of the following addendum/addenda):

5. All Prices and information required on the Bid Form must be typewritten or written in ink.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name_____ BID FORM
Call For Bid #I0071617-P

1. **Schedule of Prices:** For the Main Campus in Las Cruces and all Doña Ana Branch Campuses in Las Cruces, Gadsden, Sunland Park and the East Mesa Center, the undersigned agrees to perform all work required, necessary proper for or incidental to completing the work called for in each individual Job Order Notice to Proceed issued under this Job Order Contract using the Construction Task Catalog® and Technical Specifications and drawings incorporated herein with the following adjustment factors:

Normal Working Hours (Defined as 7:00 A.M. to 5:00 P.M. Mondays-Fridays): Undersigned shall perform all functions called for in the Contract Documents during normal working hours in the quantities specified in individual work orders against this contract for the unit price sum specified in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

1. **Normal Working Hours-State Funded Projects**

_____(Specify to four (4) decimal places)

2. **Normal Working Hours-Federally Funded Projects**

_____(Specify to four (4) decimal places)

Other Than Normal Working Hours (Defined as all hours not defined as normal hours above): Undersigned shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual work orders against this contract for the unit price sum specified in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

3. **Other Than Normal Working Hours-State Funded Projects**

_____(Specify to four (4) decimal places)

4. **Other Than Normal Working Hours-Federally Funded Projects**

_____(Specify to four (4) decimal places)

Additionally, for work to be completed at the branch campuses listed below, the above adjustment factors will be multiplied by the following factors:

5. For work at the **Grants, New Mexico** branch campus:

_____(Specify to four (4) decimal places)

6. For work at the **Alamogordo, New Mexico** branch campus:

_____(Specify to four (4) decimal places)

7. For work at the **Carlsbad, New Mexico** branch campus:

_____(Specify to four (4) decimal places)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be rejected.

Company Name_____
Call For Bid #I0071617-P

BID FORM

1. **Basis of Contract Award:** The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following Award Formula. The factors have been weighted as follows:

Factor	
Normal	45.50%
Other than Normal	4.50%
Federally Funded Projects	5.00%
Branch Campus	45.00%
Total	100%

Company Name_____
Call For Bid #I0071617-P

BID FORM

AWARD FORMULA

Line 1.	Normal Working Hours Adjustment Factor (State Funded Projects)	1._____
Line 2.	Multiply Line 1 by (.455)	2._____
Line 3.	Other than Normal Working Hours Adjustment Factor (State Funded Projects)	3._____
Line 4.	Multiply Line 3 by (.045)	4._____
Line 5.	Normal Working Hours Adjustment Factor (Federally Funded Projects)	5._____
Line 6.	Other Than Normal Working Hours Adjustment Factor (Federally Funded Projects)	6._____
Line 7.	Add lines 5 & 6. Divide Total by 2.	7._____
Line 8.	Multiply Line 7 by (.05)	8._____
Line 9.	Adjustment for work at Grants, NM campus	9._____
Line 10.	Adjustment for work at Alamogordo, NM campus	10._____
Line 11.	Adjustment for work at Carlsbad, NM campus	11._____
Line 12.	Add lines 9, 10 and 11. Divide total by 3.	12._____
Line 13.	Multiply Line 12 by (.45)	13._____
Line 14.	Add Lines 2, 4, 8 and 13. (This is the total weighted, composite bid factor)	14._____

Company Name_____
Call For Bid #I0071617-P

BID FORM

ADDRESS OF FIRM:

_____

_____

_____

PHONE:_____

DATE:_____

RESPECTFULLY SUBMITTED:

_____

_____

BY:_____

TITLE:_____

NEW MEXICO CONTRACTOR'S LICENSE NUMBER_____

APPLICABLE MINIMUM WAGE ACT REGISTRATION NUMBER_____

LICENSE CLASSIFICATION(S):_____

EXPIRATION DATE:_____

TYPE OF COMPANY (check applicable type)

1. Corporation _____
2. Partnership _____
3. Sole Proprietorship _____
4. Other _____

END OF SECTION

AGREEMENT
SECTION 00500

AGREEMENT
Between
REGENTS NEW MEXICO STATE UNIVERSITY
And
CONTRACTOR

This **AGREEMENT** is made effective this _____ day of _____. It is made between the **REGENTS OF NEW MEXICO STATE UNIVERSITY**, as **REGENTS**, and_____,
whose address is _____,
and whose License Number with the State of New Mexico is _____, as **CONTRACTOR**. The Project is a Job Order Contract.
The Project Architect is
_____
_____.

The **Regents** and the **Contractor** agree as set forth below.

1. THE CONTRACT DOCUMENTS

The term "Contract Documents" shall mean the Agreement, General Conditions, Supplementary Conditions, completed Bid Form, Drawings, Specifications, state and federal wage rate determinations as applicable, and authorized Addenda and Change Orders. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. Any additional Contract Documents are identified as follows: Volume 3, Construction Task Catalog (CTC) ®.

2. THE WORK

The **Contractor** shall perform all Work required by the Contract Documents for the Job Order Contract.

3. TIME OF COMMENCEMENT

The starting date of the Work to be performed under this Contract shall be within ten (10) days of the date of the Notice to Proceed and the Contractor agrees to fully complete the work authorized under each individual notice to proceed issued on or before the completion date agreed to in said notice to proceed. The Parties acknowledge that it is difficult to determine Actual Damages, should Contractor fail to perform by the date(s) specified in the Contract Documents, and further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature. Liquidated Damages may be assessed to the Contractor at the Regents' discretion as described in the Supplementary Conditions.

4. CONTRACT SUM

The Contract is an indefinite quantity contract for the repair and/or construction of the items specified with a minimum order amount of **$0.00**. The maximum amount that may be ordered during the base period of the contract is **unlimited**. Likewise, the maximum amount that may be ordered during the

option period of the contract is unlimited.

5. PAYMENT AND FINAL PAYMENT

Final payment shall be made in accordance with the General Conditions. In addition, payments applicable to this agreement will be made as shown in the paragraph checked below.

a) LUMP SUM - to be paid the full amount of contract at the completion of the work.

b) PROGRESS PAYMENTS: 100% per month of Work completed -Based upon Applications for payment submitted to the Project Architect and the Regents' Representative for Contract management (RRCM) by the Contractor and Certificates for Payment issued by the RRCM, the Regents shall make progress payments to the Contractor as provided in the Contract Documents for the period of construction work ending the last day of the month as follows:

Not later than twenty-one (21) days following the RRCM's issuance of Certificate of Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and one hundred percent (100%) of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, and for Schedule of Values items, for the period covered by the Application for Payment.

Regents shall not withhold retainage.

c) Other: _____

REGENTS OF NEW MEXICO STATE UNIVERSITY	CONTRACTOR:
BY: _____	BY: _____
_____	Signature _____
_____	_____ Name/Title
	_____ Phone/Fax

GENERAL CONDITIONS
SECTION 00700

REGENTS
NEW MEXICO STATE UNIVERSITY
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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JULY 20, 2001 EDITION

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GENERAL CONDITIONS
CFB# I0071617-P

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1.2.6 If any error, omission or inconsistency in the Drawings or Specifications is discovered, it must be brought to the attention of the Project Architect immediately for interpretation. In general, in case of any discrepancy, the better quality and/or larger quantity shall be required.

1.3 SITE VISIT

By executing the Contract, the Contractor represents that the site has been visited, the Contractor is familiar with the local conditions under which the Work is to be performed, and the Contractor has correlated observations with the requirements of the Contract Documents.

2. ARCHITECT

2.1 DEFINITIONS

2.1.1 The "University Architect" is the person lawfully licensed to practice architecture in New Mexico and employed by the Regents as its immediate representative for planning, design, construction and related projects. The University Architect may also function as the Project Architect for in-house and other projects.

2.1.2 The "Project Architect" is a person lawfully licensed to practice architecture in New Mexico, or an entity lawfully practicing architecture in New Mexico who is employed by the Regents as its representative for the particular Project identified in the Contract Documents.

2.1.3 When used alone and without further modification, the term "Architect" shall mean the Project Architect, or the Project Architect's designated representative. Frequently in the technical specifications, the Architect is referred to as the Engineer. In those instances, the term Engineer shall mean the Project Architect or his representative. This reference to Engineer is for managing the Project only.

2.1.4 In case of the termination of the employment of the Project Architect, the Regents, in conjunction with the University Architect will appoint a Project Architect whose status under the Contract Documents shall be that of the former Project Architect. The University Architect may be designated as the Project Architect.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

2.2.3 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform the functions of the Contract Documents.

2.2.4 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will make recommendations to the Regents' Representative for Contract

Management (herein also referred to as RRCM) for determination of the amounts owing to the Contractor. Without abrogating any of the duties and responsibilities assigned by law to the Architect of Record, the RRCM will make final determinations and will issue Certificates for Payment in such determined amounts.

2.2.5 The Architect will be the interpreter of the construction requirements.

2.2.6 The Architect will have authority to reject Work, which does not conform to the Contract Documents. The Architect will have authority to require special inspecting and testing of the Work.

2.2.7 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.8 The Architect will prepare Change Orders in accordance with Regents policy, and as provided elsewhere in this Document.

2.2.9 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the University Architect for the Regents' review written warranties and related documents required by the Contract and assembled by the Contractor, and will advise the Regents' Representative for Contract Management regarding the issuance of a final Certificate for Payment upon compliance with the requirements as specified elsewhere in this document.

3. REGENTS

3.1 DEFINITION

The term "Regents" means the Regents of New Mexico State University, a body corporate and public, and it is the Owner of the Project. The term "Owner", as used in the technical specifications sections of the Contract Documents refers to Regents.

3.2 INFORMATION AND SERVICES REQUIRED OF THE REGENTS

3.2.1 Information or services under the Regents' control shall be furnished by the Regents with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.3 Normally, the Regents' may forward instructions to the Contractor through the Architect.

3.4 REGENTS' RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work or, if in the opinion of the Regents' representative fails to carry out the Work in accordance with the Contract Documents, the Regents may by written order direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. This right of the Regents to stop the Work shall not give rise to any duty on the part of the Regents to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required elsewhere in these Conditions.

3.5 REGENTS' RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or fails, in the opinion of the Regents' representative, to carry out the Work in accordance with the Contract Documents (within seven days after written notice from the Regents' representative) to commence and continue correction of such default or neglect with diligence and promptness; the Regents may require Contractor to make good the cost of correcting the deficiencies. Seven days following additional written notice to the Contractor and without prejudice to any other remedy, the Regents may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to the Regents.

4. CONTRACTOR

4.1 DEFINITION

The Contractor is the Bidder whose bid is accepted by Regents and with whom a written contract is entered. The term "Contractor" means the Contractor or its authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission it may discover. The Contractor shall not be liable to the Regents or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no work outside the scope of the Contract Documents.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor 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 Regents for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor or with a Subcontractor or supplier.

4.3.2 The Contractor shall at all times enforce strict discipline and good order among the employees. Any employee shall be skilled in the task assigned.

4.3.3 Unless otherwise agreed between the Regents and Contractor in writing, Contractor is ultimately responsible for the performance of the Work.

4.4 LABOR AND MATERIALS

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, proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.5 WARRANTY, GUARANTEE, WORKMANSHIP, MATERIALS

4.5.1 All Work shall be warranted and guaranteed against faulty materials and workmanship for a period of not less than one year from date of Substantial Completion of the whole Work by the Prime Contractor. Work by sub-contractors substantially completed before Substantial Completion by the Prime Contractor shall carry additional warranties through Substantial Completion by the Prime Contractor. All suppliers and sub-contractors shall be required by their respective contractors to provide this warranty and guarantee to the Regents.

4.5.2 Equipment shall bear the manufacturer's standard warranty in addition to Contractor's one-year materials guarantee and workmanship warranty.

4.5.3 Unless specified for a longer time period, roofing shall bear not less than the manufacturer's ten-year (10) no-dollar-limit warranty in addition to Contractor's materials guarantee and workmanship warranty. Contractor or his listed roofing Subcontractor shall be approved by the roofing product or system manufacturing company for application of their product.

4.5.4 Unless specified for a longer time period, carpet shall bear not less than the manufacturer's ten-year (10) warranty in addition to Contractor's materials guarantee and workmanship warranty.

4.5.5 Workmanship shall conform with industry standards and shall be executed by experienced, skilled and competent craftsmen. Materials shall be best grade, new and/or as specified. Upon acceptance of the project, all brochures, manuals, and operating procedures of equipment shall be turned over to the Regents.

4.5.6 In the event of contradiction concerning warranties and guarantees, these General Conditions shall take precedence over requirements of the Specifications and Drawings. Warranties and guarantee requirements in the technical specifications for specific items shall apply only to the items of those specifications.

4.6 STANDARD, EQUALS, SUBSTITUTES, SUBMITTALS

4.6.1 Materials and equipment specified by manufacturer, name or number, shall be considered as establishing standards for Work. No substitute materials or equipment shall be used except by approval of the Architect. Proposed substitute materials and/or equipment shall be equal in size, grade and quality, and the Architect shall be the only judge of the suitability for use in the Work.

4.6.2 Unless otherwise specified, after award of the Contract and Notice to Proceed, Contractor shall make submittals of Product Data and Samples.

4.6.3 When a trade name is specified it shall be standard. The Contractor shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

4.6.4 The Regents will not bind the Architect to consider requests for approval of any material, apparatus or appliance after the expiration of 45 days after notification to begin work if in the opinion of the Regents/Architect such request would cause delay due to either (1) time necessary to investigate and study requested substitutions or (2) time necessary to order materials/equipment.

4.6.5 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 Regents or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.6.6 By approving and submitting suppliers' and Subcontractors' Shop Drawings, Product Data and Samples, the Contractor has verified that such submittals comply with the requirements of the Contract Documents.

4.6.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or samples as provided elsewhere in this Document unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation.
The Contractor shall not be relieved from responsibility for submission of Shop Drawings, Product Data or Samples for review by the Architect.

4.6.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.6.9 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect. All such portions of the Work shall be in accordance with approved submittals.

4.7 MANUFACTURER'S DIRECTIONS

All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless otherwise specified, or directed by the Architect.

4.8 DEFECTIVE PERFORMANCE

All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of workmanship, materials and equipment.

4.9 PERMITS, FEES AND NOTICES

4.9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all 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 bid is awarded.

4.9.2 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.

4.9.3 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 believes any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the University Architect, the Project Architect and the Director of Purchasing in writing, and any necessary changes shall be accomplished by appropriate modification. If the appropriate University

representative determines that the Contract Documents are not at variance with applicable laws, statutes, building codes and regulations, and so directs; the Contractor shall continue performance of the Work in accordance with the Contract Documents.

4.9.4 If the Contractor performs any Work having reason to believe it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the University Architect, the Project Architect and the Director of Purchasing, the Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.9.5 Testing and sampling fees and responsibility for testing and sampling fees are covered elsewhere in this document.

4.10 SUPERINTENDENT

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. To the extent, practicable Contractor shall maintain a written log of communication that the Contractor reasonably believes to be important.

4.11 PROGRESS SCHEDULE AND SCHEDULE OF VALUES

4.11.1 The Contractor, within ten (10) days of the date of Notice to Proceed, shall prepare and submit for the Regents and Architect's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Work required by the Contract Documents, and shall provide for the expeditious execution of the Work.

4.11.2 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the Work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

4.11.2.1 The Schedule of Values shall include a line item for Project Closeout Requirements. Additionally, the Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Owner and Contractor.

4.12 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Regents one record copy of all Drawings, Specifications, Addenda, approved Shop Drawings Product Data and Samples, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction. These records shall be made available to the Regents at all times during the term of the Work. A legible copy of as-builts or record documents shall be delivered to the Architect upon completion of the Work.

4.13 USE OF SITE

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

4.14 CUTTING AND PATCHING OF WORK

4.14.1 Unless otherwise specified, 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 Regents or the work of any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Regents or any separate contractor except with the written consent of the Architect.

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 the operation. At completion of the work, the Contractor shall have removed all of the waste materials and rubbish from and about the Project and all tools, construction equipment, machinery and surplus materials. Any waste materials and rubbish defined as hazardous or requiring specific disposal requirements under any law, ordinance, or regulation shall be disposed of in accordance with the applicable law, ordinance or regulation.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the Regents may do so and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

Except as provided in the Contract Documents, the Contractor shall forward all communications to the Regents through the Architect unless directed otherwise in writing by the Regents representative. The Contractor shall respond immediately to requests made of it by the Director of Purchasing directly to the Director of Purchasing and by the University Architect to the University Architect.

4.17 ROYALTIES AND INFRINGEMENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any intellectual property rights including patent, copyright, and trademark rights, and shall save the Regents harmless from loss on account thereof, except that the Regents shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the information is promptly given to the Architect and the Director of Purchasing.

4.18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Regents and its 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. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in the Contract Documents.

5. SUBCONTRACTORS

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. The term Subcontractor does not include any contractor under a separate contract with Regents or its 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. The term Subcontractor means a Sub-subcontractor or an authorized representative thereof.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 All Subcontractors shall enter into a written agreement with the Contractor providing for the performance of the work to be performed. That agreement shall incorporate by reference this Contract and shall require the Subcontractor to comply with the Contract Documents to the extent of the work to be performed by that Subcontractor. Further, each Subcontractor shall incorporate the Contract Documents and the agreement with the Contractor into any sub-subcontract for performance of work on the project.

5.2.2 In the event the Contractor desires to perform in-house Work of a listed Subcontractor, add a Subcontractor, or replace a Subcontractor listed on the Bid Form; Regents must first consent to the substitution in accordance with the Subcontractors Fair Practice Act. Any costs incurred by Regents because of Contractor's failure to comply with the Subcontractors Fair Practice Act shall be paid by Contractor, and may be deducted from any amount due it, together with reasonable attorney's fees.

5.2.3 Requests for consent of Regents to substitute Subcontractors, or to perform in-house Work of a Subcontractor, shall be submitted to Regents' designated representative, the Director of Purchasing, New Mexico State University, Box 30001, Department 3890, Las Cruces, New Mexico 88003-0001.

6. WORK BY REGENTS OR BY SEPARATE CONTRACTORS

6.1 REGENTS RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Regents reserve the right to perform work related to the Project with its own forces, or to permit contractors of the bonding company to complete the Work, or 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 Regents, such claim shall be made as provided elsewhere in the Contract Documents.

6.1.2 The Regents will provide for the coordination of the work of their own forces and of each separate contractor with the Work of the Contractor. The Contractor shall cooperate with the Regents.

6.2 SEPARATE AND OTHER CONTRACTORS

This Contractor shall cooperate with all separate contractors with whom the Regents shall have contracted for on this entire Project.

6.3 MUTUAL RESPONSIBILITY

6.3.1 The Contractor shall afford the Regents and separate contractors reasonable space 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. Under no circumstances shall the Regents be liable for off-site storage space.

6.3.2 If any part of the Contractor's Work depends upon proper execution or results of the work of the Regents or of any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable. Failure of the Contractor so to report shall constitute an acceptance of the Regents or separate contractors' work as fit and proper to receive its Work, except as to defects, which may subsequently become apparent in such work by others.

6.3.3 Any costs caused by defective or improperly scheduled work shall be borne by the party responsible therefore.

6.3.4 Should the Contractor cause damage to the work or property of the Regents or to other work on the site, the Contractor shall promptly remedy such damage.

6.3.5 Should the Contractor 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 the Regents on account of any damage alleged to have been caused by the Contractor, the Regents shall notify the Contractor who shall defend such proceedings at the Contractors expense, and if any judgment or award against the Regents arises there from, the Contractor shall pay or satisfy it and shall reimburse the Regents for all attorneys' fees and court costs which the Regents have incurred.

6.4 REGENTS RIGHT TO CLEAN UP

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the Regents may clean up and charge the cost thereof to the Contractors.

7. MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW OF THE STATE OF NEW MEXICO

7.1.1 The Contract shall be governed by the law of the State of New Mexico. All applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

7.1.2 The criminal laws of New Mexico prohibit bribes, gratuities and kickbacks (30-24-1 NMSA 1978; 30-24-2 NMSA 1978; 30-41-1 to 30-41-3 NMSA 1978).

7.1.3 New Mexico Retainage Act. Effective June 15, 2001, New Mexico adopted a "Retainage Act." Contractor and its subcontractors shall comply with all applicable provisions of the Retainage Act (including without limitation payment provisions therein) and shall ensure that their construction contracts comport with the provisions of the Act.

7.2 PAYMENT OF TAXES

7.2.1 Contractor shall be required to pay applicable New Mexico Gross Receipts Tax on the total contract amount, including any increases in taxes, which may become effective after the contract is executed.

7.2.2 Applicable New Mexico Gross Receipts Tax on the bid amount shall be shown as a separate amount on each billing or request for payment made under any Contract that may be made as a result of this bid.

7.2.3 The Regents shall pay New Mexico Gross Receipts Tax on all amounts due the Contractor under this Contract, not to exceed the effective rate of the municipality or county in which the project is constructed. Regents shall pay the Contractor any additional New Mexico Gross Receipts Tax that may become effective in the municipality or county where the construction project is located after the contract has been entered into.

7.3 EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor(s) and Subcontractor(s) working on this contract shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions, or privileges of employment, or because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status. Breach of this covenant may be regarded as a breach of the contract.

7.4 SUCCESSORS AND ASSIGNS

The Contractor binds itself, its partners, successors, assigns and legal representatives to the Regents in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract in whole or in part. The Contractor shall not assign any moneys due or to become due to it hereunder. The Regents shall not give any effect to assignment of monies due except only as directed by a court having jurisdiction over the Regents.

7.5 WRITTEN NOTICE

Except regarding the Notice to Proceed, written notice shall be deemed to have been duly served if delivered in person to the Contractor or Contractor's representative or by prepaid mail to the firm or entity or to an officer of the corporation for whom it was intended. If sent by certified mail, it is not necessary that the Contractor receive notice once it has been mailed.

7.6 CLAIMS FOR DAMAGES

7.6.1 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 its employees, agents or others for whose acts the Contractor 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. If damage occurs to the Contractor, a notice to the Regents shall be given in the manner and within the time set forth in the New Mexico Tort Claims Act.

7.6.2 If the Contractor defaults or fails, in the opinion of the Regents' representative, to carry out the Work in accordance with the Contract Documents and within seven days after written notice from the Regents' representative fails to commence and continue correction of such default or neglect with diligence and promptness; the Regents may require Contractor to make good the cost of correcting the deficiencies. Seven days following additional written notice to the Contractor and without prejudice to

any other remedy, the Regents may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to the Regents.

7.7 RIGHTS AND REMEDIES

7.7.1 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.

7.7.2 No action or failure to act by the Regents, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract. Any acquiescence, or breach thereunder, except as may be specifically agreed in writing, shall not constitute such a waiver.

7.7.3 In the event that the Contractor is in default or violation of this contract and the Regents employs attorneys or incurs other expenses that it may deem necessary to protect its rights under this Contract, the Contractor shall pay reasonable attorney's fees and expenses so incurred by Regents.

7.8. LIQUIDATED DAMAGES AS A RESULT OF DELAY BY CONTRACTOR

7.8.1 Though not to be the Regents' only remedy, Liquidated Damages in the amount specified in the Contract Documents and agreed to per day for failure to complete Work in time specified shall be due the Regents from the Contractor, as provided in the Contract Documents.

7.8.2 Parties to this Contract acknowledge that it is difficult to determine actual damages, should Contractor fail to perform by the date(s) specified in the Contract Documents. Parties further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature.

7.9 TESTS

7.9.1 If the Contract Documents, the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests, or approvals.

7.9.2 Notwithstanding the foregoing paragraph, if the Architect determines that any Work requires special inspection, testing, or approval, he will, upon written authorization from the Regents, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give timely notice. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof including compensation for the Architect's additional services made necessary by such failure; otherwise the Regents shall bear such costs, and an appropriate Change Order shall be issued.

7.9.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Architect.

7.9.4 The Architect may from time to time observe the inspections, tests or approvals required by the Contract Documents, where practicable, at the source of supply.

8. COMMENCEMENT AND PROGRESS

8.1 TIME

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

8.1.2 The Contractor shall be required to commence Work under this Contract not later than ten (10) days after the date of the Notice to Proceed. It shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Regents or the Architect, or by any employee of either, or by any separate contractor employed by the Regents, or by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseen, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Regents or by any other cause which the Regents grant, may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Regents may determine.

8.2.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise, it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.2.3 This Paragraph shall not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

9. PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

9.2.1.1 The Schedule of Values shall include a line item for Project Closeout Requirements. Additionally, the Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Owner and Contractor.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Within twenty-one (21) days of the date for each progress payment, the Contractor shall submit to the Architect and the Regents' Representative for Contract Management a correct, itemized, undisputed Request or Application for Payment, notarized, supported by the current schedule of values statement and such other data substantiating the Contractor's right to payment as the RRCM and the Architect may require, as provided elsewhere in the Contract Documents. Payment of any corrected, re-submitted, and approved Application for Payment shall be within twenty-one (21) days following the re-submittal date of the application.

9.3.2 The period of construction Work covered by each Application for Payment is the calendar month within which the Application for Payment is made. Application for Payment should be received on or before the twenty-fifth, (25th) day of the construction period, and the progress payment will be made thereafter in accordance with the Retainage Act.

9.3.3 Unless otherwise provided in the Contract Documents, payments will be made for materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Regents, payments may similarly be made for materials or equipment suitably stored at some other location, upon compliance with the following requirements:

9.3.3.1 Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Regents to establish the Regents title and access to such materials or equipment or otherwise protect the Regents interest.

9.3.3.2 Payments for materials or equipment stored off-site and not in a bonded warehouse shall only be made to the Contractor if a Financing Statement and Security Agreement approved by the Regents is properly signed and filed. The Regents may impose other conditions it determines appropriate prior to payment.

9.3.4 The Contractor shall warrant that title to all Work, materials and equipment covered by an application for payment will pass to the Regents 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 interests or encumbrances.

9.3.5 Contractor shall timely pay Subcontractors and laborers. The Regents, in its sole discretion, may issue joint checks to a governmental agency, the courts and/or Subcontractors and suppliers.

9.3.6 The Regents shall have no obligation to pay or to see to the payment of any monies to any individuals, laborers, Subcontractors, suppliers, or any entity entitled to payment, except the Contractor.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, after the receipt of the Contractor's Application for Payment, make recommendations to the Regents' Representative for Contract Management for determination of the amounts due the Contractor. The RRCM will either issue a Certificate for Payment, with a copy to the Contractor, for such amount as RRCM determines is properly due, or notify the Contractor in writing the reasons for withholding a Certificate.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the RRCM based on the Architect's observations at the site and the data comprising the application for payment, that the

Work has progressed to the point indicated; that, to the best knowledge, information and belief of the Architect and the RRCM, the quality of the work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. However, by the RRCM issuing a Certificate for Payment, the Architect shall not be deemed to represent that Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the RRCM has issued a Certificate for Payment, and to the extent approved by the RRCM, the Contractor shall be paid as provided in the Contract Documents. Payments will be made not later than twenty-one (21) days following issuance of Certificate of Payment by the RRCM. In no case shall the Regents be bound to make payment before twenty-one (21) days following issuance of Certificate for Payment by the RRCM.

9.5.2 Where performance bonds of 50% of the contract price are provided, Contractor shall not be entitled to be paid more that 50% of the Work performed until Final Completion is achieved and any Schedule of Values shall provide that the final 50% of the contract price shall not be due and payable until such time final completion is achieved.

9.5.3 Retainage shall not be withheld.

9.5.4 The Contractor shall promptly pay each Laborer, Subcontractor, and Supplier upon receipt of payment from the Regents. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Laborers, Sub-subcontractors, and Suppliers, in similar manner.

9.5.5 The Architect may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.6 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Regents, shall constitute an acceptance of any work not in accordance with Contract Documents.

9.6 PAYMENTS WITHHELD

The Regents' Representative for Contract Management may decline to certify payment and may withhold a Certificate in whole or in part, to the extent reasonably necessary to protect the Regents. If the opinion of the Architect and the RRCM renders them unable to make representations to the Regents as provided elsewhere in this Document, the Architect and RRCM will notify the Contractor. If the Contractor and the RRCM cannot agree on a revised amount, the RRCM will promptly request a Certificate for Payment from the Contractor for the amount for which the RRCM is able to make such representations to the Regents. Not withstanding the foregoing, the Regents may make partial payment. The RRCM may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, with recommendations of the Architect 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 Regents from loss because of: 1) Defective Work not remedied; 2) Third party claims filed or reasonable

evidence indicating probable filing of such claims; 3) Failure of the Contractor to make payments properly to Subcontractors 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 Regents or another contractor; 6) Reasonable evidence that the Work will not be completed within the Contract Time; 7) Persistent failure to carry out the Work in accordance with the Contract Documents; or 8) Any other condition or event which may cause loss to Regents.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Regents, is substantially complete as defined elsewhere in this Document, the Contractor shall call for an inspection by the Architect.

9.7.2 When the Architect on the basis of inspection determines that the Work or designated portion thereof is substantially complete, the Architect will prepare a punch list of items to be completed or corrected, and a Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Regents and the Contractor for their written acceptance of the responsibilities assigned to them. Substantial Completion is not effective until accepted in writing by the RRCM.

9.7.3 The Architect's omission of any items on such punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.7.4 The Certificate of Substantial Completion shall establish the Date of Substantial Completion. The Architect shall state in writing the responsibilities of the Regents and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete or correct the items listed in the punch list.

9.7.5 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.

9.7.6 Upon substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the RRCM, the Regents shall make payment for such Work or portion thereof, as provided in the Contract Documents.

9.8 FINAL COMPLETION AND PAYMENT

9.8.1 The Contractor shall give written notice to the Architect when the Work is ready for final inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly advise the RRCM to issue a final Certificate for Payment.

9.8.2 The final payment shall not become due until the Contractor submits through the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, (2) and other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of liens and release of surety arising out of the Contract, to the extent and in such form as may be designated by the Regents. If any Subcontractor refuses to furnish a release or waiver, the Contractor may furnish a bond satisfactory to the Regents to indemnify it against any such claims. If any such claim remains unsatisfied after all payments are made,

the Contractor shall refund to the Regents all monies that the latter may be compelled to pay in discharging such claim including all costs and reasonable attorneys' fees.

9.8.3 The making of final payment shall constitute a waiver of all claims by the Regents except those arising from: 1) Unsettled claims; 2) Faulty or defective Work; 3) Failure of the Work to comply with the requirements of the Contract Documents, or 4) Terms of all warranties required by the Contract Documents.

9.8.4 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.

9.9 APPLICATION FOR FINAL PAYMENT

9.9.1 The Contractor shall submit a final application for payment upon completion of the project including all punch list items and delivery of all warranties and closeout documents to the Regents, including: 1) release of liens; 2) warranties; 3) operation and maintenance manuals; 4) release of surety; and 5) as-built or Record Documents to the Architect of record. Interim applications shall be submitted in accordance with the Contract Documents. The application shall first be reviewed by the Architect and shall contain a certification of accuracy of the application.

9.9.2 The Contractor understands and agrees that the Regents from time to time shall require Contractor to furnish proof satisfactory to Regents that all who have provided labor, materials, and services for the Work have been paid. Regents shall be entitled to hold any payments applied for by Contractor until such proof has been presented to Regents.

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 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: 1) All employees on the Work and all other persons who may be affected thereby; 2) 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 anyone directly contracting with, or indirectly employed by it, and 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give 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 Regents and users of adjacent utilities.

10.2.4 When the use or storage of 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. When using or storing hazardous materials at jobsite, Contractor shall first notify the NMSU Safety Officer. The Contractor shall then comply with all rules and regulations of that office with regard to the hazardous material.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, or anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Regents or Architect or anyone directly or indirectly employed by either of them, which is not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations stated elsewhere under this Document.

10.2.6 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. This shall include, but shall not necessarily be limited to the placement of roofing materials on roofs. All materials shall be distributed in such a manner so as to prevent overloading of the designed capacity of the supporting element(s).

10.3 EMERGENCIES

In any emergency affecting the safety of persons or property the Contractor shall act, at its 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 elsewhere for Changes in the Work.

11. BONDING AND INSURANCE

11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS

The Contractor shall have in force during the duration of the Contract a Performance Bond(s), Material, and Payment Bond as set forth in the Contract Documents. Such Bonds shall cover base Contract amount and all additive Change Orders.

11.1.1 Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with the Contract. For the purposes of determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

11.1.2 When the Contractor is awarded a construction Contract in excess of Twenty-Five Thousand Dollars ($25,000), the following bonds shall be delivered to the Regents and shall become binding on the parties upon the execution of the Contract:

1. A Performance Bond satisfactory to the Regents, in an amount equal to One Hundred Percent (100%) of the price specified in the Contract; and

2. A Material and Payment Bond satisfactory to the Regents, equal to One Hundred Percent (100%) of the price specified in the Contract, for the protection of all persons supplying labor and material to the Contractor or its Subcontractors for the performance of the work provided for in the Contract.

3. Bonds shall be issued to The Regents and executed by a surety company authorized to do business in the State of New Mexico and approved by the Superintendent of Insurance of the State of New Mexico.

11.1.3 When the Contractor is awarded a Construction Contract in an amount less than $25,000.00, Contractor shall furnish or agree to one of the following:

1. A Performance Bond satisfactory to the Regents, in an amount equal to fifty percent (50%) of the Contract price. The bond must be countersigned by a licensed resident New Mexico Insurance Agent, whose name must appear on a Power of Attorney from the bonding company.

2. A Guaranty of the performance of work executed by all principals, partners, owners, and shareholders of the Contractor. The Guaranty shall be on a form approved from time to time by the Purchasing Office.

3. At least one of the following in an amount not less than one-half of the total Contract price:

a. A certified check from a bank or savings and loan maintaining an office in New Mexico payable to the Regents. This check shall either be held by or cashed by the Regents without interest due the Contractor, or

b. An irrevocable Letter of Credit from a bank or savings and loan doing business in New Mexico in favor of the Regents.

4. The Contractor agrees to accept a lump sum payment from the Regents after Final Completion and acceptance of the project by the University Architect.

5. Where performance bonds of 50% of the contract price are provided, Contractor shall not be entitled to be paid more that 50% of the Work performed until Final Completion is achieved and any Schedule of Values shall provide that the final 50% of the contract price shall not be due and payable until such time final completion is achieved.

11.1.4 POWER OF ATTORNEY

Attorney-in-fact, who signed bid bonds or Contract bonds, must file with each bond a certified and effectively dated copy of their power-of-attorney.

11.2 CONTRACTOR'S INSURANCE

The Contractor shall have in force during the life of the Contract insurance as required by the Contract

Documents.

11.3 CONTRACTOR'S LIABILITY INSURANCE

11.3.1 The Contractor shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance as approved by the Regents at the time of signing of the contract. All Certifications of Insurance must be executed by an Insurance Company authorized to do business in the State of New Mexico. The Regents shall be included as a loss payee and/or additional insured.

11.3.2 Public Liability and Automobile Liability insurance shall include at least the following coverage:

Bodily injury, each person, excluding medical and medically related expenses	$400,000
Medical and medically-related expenses	$300,000
Bodily injury, each occurrence, excluding medical and medically related expenses	$750,000
Medical and medically-related expenses	$300,000
Property Damage, each occurrence	$100,000

11.3.3 Contractor shall furnish Regents with certificates of insurance with the contract documents and prior to the commencement of work. The Regents shall have not less than ten (10) days cancellation notice.

11.3.4 The Regents shall acquire the Builder's Risk insurance on the construction project with a $1,000 deductible clause. The coverage shall not extend to any personal contractor equipment or to theft of any supplies, building materials, building supplies, or building components. The Contractor and not the Regents shall be responsible for the first $1000 on this coverage. All risk or loss not covered by any Builder's Risk policy of the Regents shall be the responsibility of the Contractor.

12. CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time.

12.1.2 The Regents or its representative, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions: the Contract Sum and the Contract Time being adjusted accordingly thereafter. 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 Contractor understands that the Regents' representative will not order changes in the Work, which include an adjustment in the Contract Sum or an extension of the Contract Time inconsistent with

the intent of the Contract Documents. Such changes shall be effected by written change order, and shall be binding on the Regents and the Contractor. The Contractor shall carry out such written change orders promptly.

12.2 CLAIMS FOR ADJUSTMENT TO CONTRACT SUM

12.2.1 If the Contractor believes it has a claim for an increase in the Contract Sum, it shall give the University Project Manager written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim. No such claim shall be valid unless so made. This notice shall be given by the Contractor before proceeding to execute additional work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with other applicable provisions of the Contract Documents.

12.2.2 The cost or credit to the Regents resulting from a change in the Work shall be by mutual agreement between Regents and Contractor. Such adjustments shall be determined by review and use of the Construction Task Catalog® unit pricing structure first; then, for items not pre-priced, unit pricing shall be determined in accordance with requirements of the Supplementary Conditions; and last, a lump sum amount, agreed to by the contracting parties, based on the Contractor's proposal for cost of labor, material, rentals and equipment. For all such changes, the Contractor shall provide breakdowns of proposed costs of labor and materials.

12.2.2.1 On changes resulting in a credit to the Regents, the Contractor shall retain only its costs associated with the deletion of work occasioning the credit, based on submittal to the University Project Manager of a complete breakdown of the Contractor's related costs up to the time of the change.

12.2.3 Allowances for overhead and profit shall be made only on change orders resulting in net increases to the Job Order Contract amount, and will only apply to those items that are non pre-priced and calculated as one percentage sum only (not compounded) based on the following schedule:

Change Order Amount Before Markup	Contractor/Subcontractor O/H & Profit For Work by Own Forces	Contractor O/H & Profit For Work by Subcontractors
Less than $1,000	20%	10%
$1,001 - $5,000	16%	8%
$5,001 or Greater	12%	6%

12.2.4 If unit prices stated in the Construction Task Catalog or prices subsequently agreed upon 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 Regents or the Contractor, the applicable unit prices shall be equitably adjusted.

12.3 CONCEALED CONDITIONS

By agreement of the parties, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within fourteen (14) days after the first observance of the following: 1) Concealed conditions encountered in the performance of the Work below the surface of the ground at variance with the conditions indicated by the Contract Documents; 2) Concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Contract Documents, or (3 Unknown conditions of an unusual nature, differing from those ordinarily encountered and generally recognized as typical in work of the character indicated by the Contract Documents.

13. UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work is covered contrary to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Architect, be uncovered for observation by the Architect, and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect with prior approval of Regents representative, may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Regents. If such work is not in accordance with the Contract Documents, the Contractor shall pay all costs of uncovering the work and the costs of bringing the Work into compliance with the Contract Documents.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect or Regents' representative as defective or failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

13.2.2 If, during the guarantee period, 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. This obligation shall survive termination of the Contract. The Regents 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, unless removal is waived by the Regents.

13.2.4 Within seven (7) days of written notice from the Architect, the Contractor shall respond with its intent and plan for correction of defective or non-conforming Work. If the Contractor has not begun correction within ten (10) days after submission of its intent and plan for correction, the Regents may correct or 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 Regents may sell the defective materials or equipment at public or private sale, and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Regents.

13.2.5 The Contractor shall bear the cost of making good all work of the Regents or separate contractors

destroyed or damaged by such correction or removal.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

If the Regents prefer to accept defective or non-conforming Work, it may do so instead of requiring the Work's removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. If final payment has been made, the Contractor shall reimburse the Regents for its damage.

14. TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

If a permit is not issued for the commencement of any portion of the Work, or if the Work is stopped for a period of thirty (30) days under an order of any 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 anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, then the Contractor may, upon seven (7) additional days' written notice to the Regents and the Architect terminate the Contract and recover from the Regents payment for reasonable, actual expenses to that date.

14.2 TERMINATION BY THE REGENTS

14.2.1 If the Regents, in the best interests of the University require termination of this Contract, the Contract may be terminated after giving the Contractor and his surety, if any, seven (7) days' written notice. The Regents may require Contractor's surety to complete the Work. Regents may also take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method they may deem expedient. In either case, the Contractor shall not be entitled to receive any further payment until completion of the Work.

14.2.2 After performance of the Work and reimbursement of all costs of completion have been made, including payment to all persons directly contracting with, or indirectly employed by the Contractor for performance of the Work who were not paid by the Contractor for Work performed, the unpaid balance of the Contract Sum, if any, shall be paid first to the surety if surety completes the Work, and If any balance remains it will be paid to the Contractor.

14.2.3 If costs of completion of the Work exceed the unpaid balance, the Contractor shall pay the difference to the Regents. The amount to be paid to the Contractor, the surety, or to the Regents, as the case may be, shall be as recommended by the Architect and certified by the RRCM upon application, in the manner provided elsewhere in this Document, and this obligation for payment shall survive the termination of the Contract.

END OF SECTION

SUPPLEMENTARY CONDITIONS
SECTION 00800

1. SITE

The sites for the subject construction are located at the NMSU main campus in Las Cruces, NM, branch campuses in Grants, Alamogordo and Carlsbad, NM. The Doña Ana Branch campuses in Las Cruces, Gadsden, NM, Sunland Park, NM and the East Mesa Center and NMSU owned or controlled property in Northern and Southern NM including but not limited to Gallup, Grants, Farmington, Albuquerque, Carlsbad, and Alamogordo. Contractor shall hold the Regents harmless from damage from trespassing on property of others. There shall be no dumping of construction debris or other material on Regents' property. Any material requiring special handling by Federal or State law shall be removed in compliance with the requirements of those laws. All such material shall be removed from the site by the Contractor.

2. EXAMINATION OF SITE

Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the Work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the Project in accordance with the Contract Documents, without additional cost to the Regents.

3. SCOPE OF THE WORK

This contract shall include the Work of the Job Order Contract as required by the Contract Documents. Unless otherwise specified, this Contractor shall supply all labor, transportation, materials, apparatus, storage sheds, fuel, scaffolding, and tools necessary for the entire, proper and substantial completion of the Work, all according to proper construction standards; practices; and shall install, maintain and remove all equipment of the general installation and be responsible for the safe, proper, and lawful installation, maintenance and use of same; and shall install everything properly, incidentally, or reasonably implied either from the drawings or the specifications.

3.1 Term of the Contract and Options to Extend

The term of this contract shall be one (1) year with an option to renew by mutual consent for three (3) additional one (1) year periods.

3.2 Pre-Construction Conference

After award of the contract and at the issuance of each Job Order under this contract, a conference will be conducted by The Regents to discuss with the Contractor issues of access and special requirements that are to be observed during the execution of the work.

3.3 General Scope of Work

This is an indefinite-quantity unit price contract awarded lump sum as Job Orders for construction work. All costs associated with preparing proposals shall be the responsibility of the Contractor.

3.4 Description of Work

A) Work shall be performed only as authorized by Job Orders issued in accordance with the Contract Documents. The Contractor shall furnish to The Regents the construction labor, services, supplies, equipment, and related activities specified in the Job Orders up to and including the maximum contract value. The Regents shall order at least the minimum contract value.

B) The work of this Contract shall be determined by individual Job Orders. The Contractor shall perform its Job Order construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete each Job Order.

C) Contractor shall maintain accurate and complete records, files, and documents to comply with state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations, which are necessary and related to the work to be performed.

D) Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names and brand names and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job. These records and files shall be made available to the Regents upon request.

E) In addition to the tasks and requirements in the Construction Task Catalog®, The Regents may, from time to time, require non-prepriced tasks. The parties will price these requirements in accordance with the procedures set forth in Section 3.6 of these Supplementary Conditions.

3.5 Procedure for Initiating Job Order

A) As the need exists for performance by the Contractor under the terms of this Contract, The Regents will notify the Contractor of a project.

B) The Contractor shall respond by:

1. Obtaining from the appropriate University Project Manager the scope of the requirements and collect related documents such as design and specifications.

2. Visiting the proposed site with the University Project Managers and participating in a joint scope of work meeting, which will at a minimum, include establishment of the following:

a) Job order number and title

b) Existing site conditions

c) Alternatives for accomplishing work

d) Definition and refinement of requirements

e) Detailed scope of work

Upon completion of the joint scope of work process, the Regents will issue a Request for Job Order Proposal, detailed scope of work, and design documents if applicable which require the Contractor to prepare a proposal for the work under consideration. The detailed scope of work and or design, unless modified by both the Contractor and The Regents, will be the basis on which the Contractor will develop its proposal and The Regents will evaluate the proposal.

a)Requirements for submittals, catalog cuts, samples, shop drawings, etc.

b)Tentative construction schedule (bar chart or critical path method [CPM] schedule)

c)Preliminary quantity estimates

d)Proposal due date

3.6 Preparation of the Proposal

A) The Contractor will prepare a proposal in accordance with the following:

1. Pre priced tasks: For pre priced tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog. The unit price set forth in the Construction Task Catalog shall serve as the base price for the purpose of the operation of this provision. The Contractor's proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include, as appropriate, but not be limited to, design drawings, calculations, catalog cuts, specifications, architectural renderings, subcontractor list, and construction schedule.

2. Non-pre-priced tasks: Non-pre-priced tasks, if any, shall be separately identified and submitted in the proposal. Information submitted in support of non-pre priced tasks shall include, but not be limited to the following:

a) Complete specifications and technical data, including task content, support drawings, task cost data, quality control, and inspection requirements.

b) Work schedule.

c) Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the designated Regents representative, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The contractor shall provide an installed unit price (or demolition price if appropriate) which shall include all costs required to accomplish the non-pre priced task.

d) The final price submitted for non-pre priced tasks shall be according to the following formula:

A = Direct labor Cost and fringe benefits per prevailing wage rates

B = Direct material costs (supported by quotes)

C = Direct equipment costs (supported by equipment amortization data)

D = Subcontractor costs (supported by quotes)

E = Allowable over head costs = A x 55%

F = Allowable profit = (A + B + C) x 10%

G = Subcontractor allowance = D x 5%

Total Cost of Non Pre-Priced Task = A + B + C + D + E + F + G

e) Following approval by The Regents' representative of a non-pre priced task and unit price, the non-pre priced task unit price will be entered into the computer database.

f) The total extended price for the non-prepriced task will be determined by multiplying the unit price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an adjustment factor of 1.000.

g) After a non-pre priced task is agreed to on three separate Job Orders, the unit price for such task will be established, following approval by The Regents' representative, and fixed as a permanent prepriced task which will no longer require price justification.

h) The Regents representatives' determination as to whether an item is a prepriced task or a non-pre priced task shall be final, binding, and conclusive.

3. The Contractor's proposal shall include support documentation to indicate that adequate planning for the requirement Job Order Requirement has been done, and that the tasks proposed are reasonable for the work to be performed. Documentation shall be submitted with the proposal shall include, but not be limited to:

a)Catalog cuts

b)Subcontractor and material supplier list

c)Construction schedule (detailed bar chart)

d)For special equipment, a copy of the warranty document shall be required.

4. Contractor's proposal shall be submitted by the date indicated on the Request for Job Order Proposal. The time allowed for preparation of the Contractor's proposal will depend on the complexity and urgency of the Job Order. On complex Job Orders, allowance will be made to provide adequate time for preparation and submittal of the proposal. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal.

3.7 Review of the Proposal and Issuance of Job Order

A) The Regents' representative will evaluate the Contractor's proposal and compare it with the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed.

B) The Regents reserve the right to reject a proposal for any reason, including but not

limited to the quantities or tasks selected by the Contractor, schedule, inadequate documentation, unacceptable pricing for non-prepriced tasks, selection of material, equipment or subcontractors. The Regents also reserves the right not to issue a Job Order if that is determined to be in the best interests of The Regents or the proposed cost exceeds The Regents funding. The Contractor has no claim to recoup proposal expenses. The Regents may pursue the performance of such work by other means.

C) By submitting a signed proposal to The Regents, the Contractor agrees to accomplish the work set forth in the detailed scope of work in accordance with the Request for Job Order Proposal. It is the Contractor's responsibility to include the necessary tasks, quantities, and area description in each proposal prior to delivering it to The Regents.

D) Each Job Order awarded to the Contractor shall state the requirements and fixed price. All clauses of this Contract shall be applicable to each Job Order. Job orders will be written on The Regents provided form. The Job Order Agreement (see Section 00500), signed by The Regents and delivered to the Contractor constitutes The Regents acceptance and award of the Contractor's proposal for each Job Order. A signed copy will be provided to the Contractor together with the Notice to Proceed.

3.8 The Regents Furnished Software

The Regents-furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of proposals in response to The Regents issued request for Job Order proposals. This software will contain an electronic version (copy) of the Construction Task Catalog, which can be accessed on the equipment provided by the Contractor to locate and select desired items from the Construction Task Catalog. Once the desired items are selected, the software shall provide for selection of quantities and based on the selected quantities, will extend and total the Construction Task Catalog costs for each proposal. The software will also permit introduction of non-prepriced tasks and the application of the adjustment factors. The cost of installation and maintenance of the software is the responsibility of The Regents.

3.9 Contractor's Detailed Schedule of Work

The Contractor should submit with each proposal a bar chart or CPM schedule setting forth the manner and sequence of the work. The Contractor shall schedule the work in accordance with the time duration set forth in the Request for Job Order Proposal.

3.10 Change Orders

Changes in the work requested in a Job Order shall be dealt with by Change Order. Additions or deletions are calculated by using the appropriate item in the Construction Task Catalog, times the quantity to be added or deleted, times the appropriate adjustment factor. Time will be negotiated as appropriate for the scope of work. Documented costs relating to a deductive change order may be negotiated.

4. NOTICE TO PROCEED

The Contractor shall not begin Work on a Job Order until all Documents relating to that Job Order are signed by both Regents and Contractor and Notice to Proceed has been issued to the Contractor.

5. SAFETY REQUIREMENTS

5.1 Contractor shall provide for the safety of workmen, Regents' personnel and the public, and shall comply with the requirements of regulating agencies for public health and safety, the Occupational Safety and Health Administration's (OSHA) rules and regulations, and with all applicable safety laws and regulations. Contractor shall provide temporary enclosures or barricades at excavations and the removable sites of hazardous materials.

5.2 The Owner will make ACM (asbestos containing material), PACM (presumed asbestos containing material) and lead paint surveys as required to comply with OSHA Standard 1926.1101. If such materials are present and will remain in-place when the Contractor enters the site, the Owner will show the location of such materials on its Request for Job Order Proposal drawings.

5.2.1 The Contractor shall inform its employees and all tiers of Subcontractors and Sub-subcontractors of such locations and shall provide all training and disclosures required by OSHA Standard 1926.1101.

5.3 Contractor shall take all reasonable precautions and shall have the complete responsibility during performance of the Work for preventing the disturbance of any such materials, which are not scheduled for disturbance, removal or abatement as part of the Work required by the Contract Documents. Such precautions shall apply to each and every individual job order issued under the Contract.

5.3.1 The Contractor shall abide by all applicable regulations of: 1) the Department of Transportation in accordance with 49 CFR 1-1200; and 2) the Environmental Protection Agency in accordance with 40 CFR 1-790. In the event the Contract Documents require transportation of hazardous materials, prior to such transportation the Contractor shall submit for approval to the NMSU Central Purchasing & Risk Management Office:

1. Proof of a Department of Transportation (DOT) Registration Number.
2. DOT Research and Special Programs Administration Hazardous Material Certificate of Registration.
3. DOT Hazardous Material Transportation Security Plan, if applicable. Best summarized as needed when shipping placarded amounts of hazardous materials from NMSU.
4. Proof of contractor personnel receiving DOT Hazardous Material Transportation Training, and if applicable DOT Specific Security Plan Training.
5. If transporting hazardous waste, proof of an Environmental Protection Agency (EPA) Identification Number.

5.4 If Contractor encounters at the site material reasonably believed to contain ACM, PACM, lead paint, or polychlorinated biphenyl (which has not been rendered harmless and is not scheduled during the performance of the Work to be rendered harmless) and it must be disturbed for performance of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Regents and Architect in writing. Work in the affected area shall not resume until the material is rendered harmless, and it is agreed in writing by the Regents, the Architect and the Contractor (or as otherwise allowed by law) that Work in the area should resume.

5.5 Contractor shall not bring to the site, nor allow to be incorporated into the Work any material containing ACM, lead paint, or polychlorinated biphenyl (PCB). Any materials incorporated into the Work, and later found to contain ACM, lead paint, or PCB shall be removed at the expense of the Contractor, including all containment, air clearances and disposal, without any additional or incidental costs to the Regents.

5.6 Light fixtures and mechanical equipment supplied or installed under contract with the Regents shall not contain lead or mercury.

6. LICENSED CONTRACTORS

All Contractors and sub-contractors required to be licensed by the State of New Mexico shall be so currently licensed. They shall be licensed to perform the Work required by the Contract Documents, and shall continue to be so licensed for the term of the Contract.

6.1 Public Works Minimum Wage Act Registration: A contractor or subcontractor that submits a bid valued at more than $50,000.00 for a Public Works project that is subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Labor Department. All tiers of subcontractors are subject to this law. The registration fee is $200.00 and the form can be obtained from the Labor and Industrial Division of the Department of Labor. The Regents may reject a bid from a contractor that does not have proof of the required registration for itself or its subcontractors.

7. CONDUCT ON UNIVERSITY PROPERTY AND WORK SITE:

The Regents subscribe to the following established policies:

A) *Policy Statement Against Sexual Harassment*
B) *The Regents Smoking Policy*
C) *Policy Statement on Equal Employment Opportunity/Affirmative Action.*

Copies of these policy statements are available at the Business Office, the Central Purchasing & Risk Management Administration, and the Office of the University Architect. The Contractor shall require all persons in its employ, directly or by subcontract, and all representatives of suppliers to comply with these policies while on university property and construction sites.

8. UTILITIES LOCATION AND SHUTOFF:

8.1 Compliance shall be required with **[62-14-1 to 62-14-8 NMSA 1978]**, the New Mexico State Code regarding the location of utilities. Responsibilities for the location of existing utilities, their protection, and repair of damaged utilities shall be assigned in accordance with this Code. On the Main Campus and DABCC Campus, two working days before digging (NMSU and national holidays and weekends excluded), the Contractor shall call the NMSU Office of Facilities and Services, Engineering, at (505) 646-8176 for One-Call Utility Locate Requests. At other project site locations, the Contractor shall call the One-Call Utility Locate Service in place for that area, or it shall call all utility owners for location of their utilities at the site. Marks placed in response to One-Call Utility Locate Requests will be valid for five calendar days only.

8.2 The Contractor shall submit to the Architect a written request to schedule construction activities which require interruption of any power, water, sewer, laboratory or natural gas, steam, chilled water, vacuum, compressed air, HVAC, security, fire alarms or suppression, or any other systems, or which will impede pedestrian traffic, emergency egress, or vehicle access of any kind.

8.2.1 Unless a longer time period for notification of request is required by the Specifications or Drawings, the Contractor shall submit his written request not less than fourteen (14) days before all intended utilities shutoffs. In no case shall the period for notification be less than fourteen (14) days.

8.2.2 The Contractor's request for approval of shutoffs or impediment of access shall state the nature of the task, the anticipated duration of the activity, and the impact the Work will have on adjacent facilities and users.

8.2.3 Written approval of the Architect shall be received before commencement of any Work requiring shutoff of a utility, or impediment of any access.

8.2.4 Unless otherwise instructed in writing by the Architect, the actual closing and opening of valves and switches for shutoff and reconnection of utilities and services shall be performed by NMSU Office of Facilities and Services personnel only.

9. SITE CLEANING:

Site cleaning shall be in accordance with Division 2, Section 02170, Site Cleaning.

10. REFERENCE STANDARDS:

10.1 In the event of contradiction, the Contract Documents shall take precedence over the requirements of industry or other standards referenced in the Specifications and Drawings.

10.2 Provisions of reference standard specifications shall not be construed or effective to change the duties and responsibilities of the Regents, the Contractor, or the Architect from those set forth in the General and Supplementary Conditions.

11. DISPOSITION OF EXCESS NATURAL SOILS EXCAVATED AT SITE:

11.1 For Job Orders on the main campus and the Doña Ana Branch Community College on Espina Street, all clean, uncontaminated soils excavated and not reused at the site for the Work in accordance with the Contract Documents shall be transported and dumped by the Contractor at the old NMSU landfill site south of Wells Street and north of Tortugas Arroyo, or other nearby designated site, as part of this Contract.

11.1.1 Soils for this purpose shall include only natural soils, sand, clay, gravel, and rock. No limitation shall be placed on the size of rock allowed. No concrete, asphalt, rebar, wood, or construction waste of any kind shall be allowed.

11.2 All soils intended for deposit at the old landfill site shall be first inspected and approved by the RRCM, or his representative.

11.2.1 Times and access for such deposition shall be coordinated with, and only by approval of the RRCM, or his representative.

12. RECORD DOCUMENTS:

12.1 Nothing in the General Conditions shall be construed to limit the requirements for Record Documents.

12.2 It is the Regents' intent that Record Documents shall provide very detailed information regarding the Work of this contract as well as the existing site conditions encountered.

12.3 Except as otherwise specified, the Contractor shall be required to provide accurate Record Documents for each portion of the Work as part of its bid for that portion of the Work, without additional cost to the Regents.

13. STORM WATER CONTROL AT SITE

Amendment to Federal Water Pollution Act prohibits the discharge of any pollutants to navigable waters from a point source unless discharge is authorized by a National Pollutant Discharge Elimination System permit. Phase II of the NPDES storm water program covers small construction activities disturbing 1 to 5 acres. Contractor (s) awarded contract (s) pursuant to these Bidding Documents shall comply with all regulations and requirements of Phase II including as follows: 1) Submission of a Notice of Intent; 2) Development and implementation of a Storm Water pollution prevention plan; 3) Applying and receiving a permit; and 4) Submission of Notice of Termination.

14. NOTICE:

14.1 Should any contractual or technical questions arise throughout the contract period, notice shall be delivered by the Contractor as follows:

Contractual Questions:
Mike Abernethy, Director of Procurement Services & Risk Management
Central Purchasing & Risk Management Administration Office
New Mexico State University
Box 30001, Dept. 3890
Las Cruces, NM 88003-0001
Phone: (575) 646-2916
FAX: (575) 646-3736
E-Mail: mabernet@ab.nmsu.edu

Technical Questions:
J. Michael Paul, Director OFS Projects
Office of Facilities Planning and Construction
New Mexico State University
Box 30001, Dept 3545
Las Cruces, NM 88003-0001
Phone: (575) 646-7722
FAX: (575) 646-1460
E-Mail: mpaul@nmsu.edu

14.2 Submittals or requests for prior approval shall not be sent by E-Mail, and will not be addressed if so received.

15. BRAND NAME EQUIPMENT SPECIFIED:

15.1 It has been determined by the Central Purchasing & Risk Management Administration that some of the equipment or materials identified in the Bidding Documents for this project are required to interface with the existing, and are considered proprietary. Therefore, substitutions of those items of equipment or materials will not be accepted.

15.2 Some such proprietary items are: None

16. GENERAL CONDITIONS MODIFICATIONS AND

CLARIFICATIONS:

16.1 The General Conditions definition of "Contract Documents" at 1.1.1 is hereby expanded to include the Wage Rates Section 00830 and the Construction Task Catalog, Volume 3. Specifications shall mean at the Regents option Volume 2 of the Regents Technical Specifications, Divisions 1 through16; or Specifications from a Design Professional, provided for an individual Job Order.

16.2 The General Conditions definitions are hereby expanded by adding a sub-paragraph to Article 1, as follows:

16.2.1 "Furnish shall mean to supply and deliver to the project site, ready for installation. "Install" shall mean to place in position, ready for service or use. "Provide" shall mean to furnish and install, complete and ready for intended use.

16.3 In the General Conditions, "Director of Purchasing" and "Purchasing Office" shall mean Director of Procurement Services and Risk Management Administration Office and Central Purchasing and Risk Management Administration Office, respectively.

16.4 All requirements of the General Conditions and other Contract Documents relating to the Agreement Form, Notice to Proceed, Permits, Fees and Notices, Changes in the Work, Payments and Completion, Schedule of Values, Performance Bonds, Material and Payment Bonds, Contractor's Progress Schedule, and Contract Closeout (including Release of Liens), shall apply individually to each Job Order issued under the Contract.

16.5 In the General Conditions, delete entirely paragraphs 4.11.2.1 and 9.2.1.1 and replace with the following in both locations:

The Schedule of Values shall include a line item for Contract Closeout Requirements. Unless otherwise agreed to by the Regents Representative for Contract Management and the Contractor, the Contract Closeout line item shall be calculated as 3 (three) percent of the total Contract Sum, excluding taxes. Additionally, the Regents shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Regents and Contractor.

16.6 Requests for Payment and Payments shall be made separately for each individual Job Order portion of the Work.

16.7 Add paragraph 5.3 to the General Conditions entitled "Bonding of Subcontractors". The paragraph shall read as follows: "A subcontractor shall provide to the Contractor a performance and payment bond if the subcontractor's contract for work to be performed on this project is fifty thousand dollars ($50,000.00) or more. The Contractor shall furnish to the Owner copies of these bonds if requested by the Owner."

16.8 In Article 11 of the General Conditions, delete entirely paragraphs 11.1. through 11.1.3 and its sub-paragraphs 1 through 5. Replace with the following:

11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS
The Contractor shall have in force during the duration of the Contract a Performance Bond(s), Material, and Payment Bond as set forth in the Contract Documents. Such Bonds shall cover Job Order Contract amounts and all additive Change Orders.

11.1.1 With, and for each Job Order Proposal with a value greater than $25,000.00, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Job Order and for the payment of all persons performing labor on the Job Order and furnishing materials in connection with the Job Order under the Contract(s). For the purposes of

determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

11.1.2 The Contractor shall deliver to the Regents the following bonds with each Job Order Proposal with a value greater than $25,000.00:

1. A Performance Bond satisfactory to the Regents, in an amount equal to One Hundred Percent (100%) of the price specified in the Job Order Proposal; and

2. A Material and Payment Bond satisfactory to the Regents, equal to One Hundred Percent (100%) of the price specified in the Job Order Proposal, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract.

3. Bonds shall be issued to The Regents and executed by a surety company authorized to do business in the State of New Mexico and approved by the Superintendent of Insurance of the State of New Mexico.

11.1.3 (Not Used)

16.9 Delete from General Conditions Paragraphs 12.2 through 12.2.7 and replace with:

12.2.1 If the Contractor believes it has a claim for an increase in the Contract Sum, it shall give the Architect written notice thereof within fourteen days after the occurrence of the event giving rise to such claim. No such claim shall be valid unless so made. This notice shall be given by the Contractor before proceeding to execute additional work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with applicable provisions of the Contract Documents,

12.2.2 The cost or credit to the Regents resulting from a change in the Work shall be by mutual agreement between Regents and Contractor. Such adjustments shall be determined by review and use of the Construction Task Catalog unit pricing structure first; then, for items not pre-priced, unit pricing shall be determined in accordance with requirements of the Supplementary Conditions; and last, an lump sum amount, agreed to by the contracting parties, based on the Contractor's proposal for cost of labor, material, rentals and equipment. For all such changes, the Contractor shall provide breakdowns of proposed costs of labor and materials.

12.2.2.1 On changes resulting in a credit to the Regents, the Contractor shall retain only its costs associated with the deletion of work occasioning the credit, based on submittal to the University Project Manager of a complete breakdown of the Contractor's related costs up to the time of the change.

12.2.3 Allowances for overhead and profit shall be made only on change orders resulting in net increases to the Job Order Contract amount, and will only be applied to items that are non pre-priced and calculated as one percentage sum only (not compounded) based on the following schedule:

Change Order Amount Before Markup	Contractor/Subcontractor O/H & Profit For Work by Own Forces	Contractor O/H & Profit For Work by Subcontractors
Less than $1,000	20%	10%
$1,001 - $5,000	16%	8%
$5,001 or Greater	12%	6%

12.2.4 If unit prices stated in the Construction Task Catalog or prices subsequently agreed upon 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 Regents or the Contractor, the applicable unit prices shall be equitably adjusted.

16.10 At 13.2.4 of the General Conditions, delete entirely the second sentence and replace with: If the Contractor has not responded or begun correction within ten (10) days or submitted a letter of its intent and plan for correction, the Regents may correct or remove such non-conforming Work and may store the materials or equipment at the expense of the Contractor. The entire paragraph shall now read:

13.2.4 Within seven (7) days of written notice from the Architect, the Contractor shall respond with its intent and plan for correction of defective or non-conforming Work. If the Contractor has not responded, begun correction within ten (10) days, or submitted a letter of its intent and plan for correction, the Regents may correct or remove such non-conforming Work 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 (10) days thereafter, the Regents may sell the defective materials or equipment at public or 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 Architects 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 payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Regents.

17. DELAY IN COMPLETION – LIQUIDATED DAMAGES

See General Conditions of the Contract Paragraph 7.8.2

SCHEDULE FOR LIQUIDATED DAMAGES

Job Order Amount	Calendar Day
$1.00 to $25,000.00	$ 235.00
$25,001.00 to $100,000.00	$ 325.00
$100,001.00 to $250,000.00	$ 410.00
$250,001.00 and above	$ 500.00

17.1 Jurisdiction and Venue

Parties hereby agree that any disagreement in regarding interpretation or application that is not resolved administratively is thereafter subject only to resolution in the courts of New Mexico under application of New Mexico law.

18. DEFINITIONS

Adjustment Factor – The Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog. Contractors must bid seven adjustment factors as follows:

One for work during normal working hours –State funded projects

One for work during normal working hours – Federally funded projects
One for work during other than normal working hours – State funded projects
One for work in during other than normal working hours – Federally funded project
One for work at the Grants Campus
One for work at the Alamogordo Campus
One for work at the Carlsbad Campus

All adjustment factors are expressed as an increase or decrease from the published prices.

Job Order – A document that describes a portion of the work to be accomplished under this Contract. The Regents will be responsible for the development of the Job Order as well as the supervision and acceptance of the work contained within the Job Order description. The Regents will review the Contractor's proposal for each Job Order requested and, if acceptable upon execution of all Contracting Documents will issue a Job Order for the work described therein. Each Job Order will include a detailed scope of work, a lump sum price proposal from the Contractor, with New Mexico Gross Receipts Tax (NMGRT) shown as a separate line, time duration for the completion of the work and any special conditions that might apply to that specific Job Order.

Job Order Contract (JOC) – A firm, fixed price, competitively bid, indefinite quantity type contract designed to accomplish small to medium, multi-traded maintenance, repair and minor new construction projects.

Maximum Contract Amount – There is no estimated maximum dollar value of work that can be ordered during the base term of the contract or any renewal period.

Minimum Contract Amount – The minimum dollar value of work that will be ordered under this Contract during the base term of the contract is zero ($0.00).

Non-pre priced tasks – Those units of work that are not included in the Construction Task Catalog but are within the general scope and intent of this contract and may be negotiated into the contract as needs arise. Such work requirements as shall be incorporated into and made a part of this contract for the Job Order to which they pertain, and may be incorporated into the Construction Task Catalog, if determined appropriated by The Regents, at the base price determined in this contract. Non-prepriced tasks shall be separately identified and submitted in the Job Order proposal.

Normal Working Hours – The normal working hours for this contract are defined as a daytime work shift of 8 hours per day and 40 hours per week, Mondays through Fridays 7:00 am to 5:00 pm.

Other contractor – Any individual, firm or corporation (other than the Contractor) having a contract with The Regents for work at or near the project site.

Other Than Normal Working Hours – The other than normal working hours for this contract are defined as all working hours not defined as normal working hours.

Pre-priced Task - A unit of work included within the Construction Task Catalog for which a unit price has been established.

Proposal - The Contractor's response to the Regents' job order Request for Proposal including a lump sum, firm fixed price and schedule for the completion of a scope of work. The proposal shall also contain, when appropriate, shop drawings, or other such documentation as The Regents may require for the Job Order in accordance with the Contract Documents.

Scope of Work - The complete description of services to be provided by the Contractor pursuant to an individual Job Order. The scope of work may include a narrative description of the work, partial design documents, or full design documents depending on the complexity of the specific project.

Construction Task Catalog - A comprehensive listing of specific construction related tasks together with a specific unit of measurement and a unit price. (Also referred to as the "Unit Price Book" or "UPB").

Unit Price - The price published in the Construction Task Catalog for a specific construction or construction related task. The unit prices are fixed for the duration of the contract. Each unit price is comprised of the labor, equipment and material costs to accomplish that specific task.

19. SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

19.1 The Contractor shall provide, prior to award of Notice to Proceed on an individual Job Order, a listing of subcontractors to be used on the project in conformance with the Subcontractors Fair Practice Act. The threshold for listing of Sub-Contractors shall be five thousand dollars ($5,000). The Contractor shall list the following information:

19.2 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project in an amount in excess of the listing threshold; and

19.3 The nature of the work, which will be done by each subcontractor. The Contractor shall list only one subcontractor for each category as defined by the bidder.

19.4 Listed subcontractors must be used to complete the individual Job Order unless written approval is given for good and sufficient reason by the Regents' designated representative, whose decision is final.

19.4.1 In the event the Contractor awarded a bid desires to perform in-house work of a subcontractor, add a subcontractor, or replace a subcontractor listed, Regents must first consent to the substitution in accordance with the Subcontractors Fair Practice Act. Any costs incurred by Regents because of Contractor's failure to comply with the Subcontractors Fair Practice Act shall be paid by Contractor, and may be deducted from any amount due it, together with reasonable attorney's fees.

19.4.2 Requests for consent of Regents to substitute subcontractors or to perform in-house Work of a subcontractor shall be submitted to Regents' designated representative, the Director of Central Purchasing and Risk Management Administration, New Mexico State University, Box 30001, Department 3890, Las Cruces, New Mexico 88003-0001.

19.5 "Not Used"

19.6 Relations between successful Contractor(s) awarded a contract or contracts and Subcontractors shall be in accordance with the Subcontractors Fair Practice Act, Substitution of Subcontractor, and Section 14-4-36.

19.7 This act does not apply to work covering street lighting and traffic signals; construction, improvement or repair of streets or highways, including bridges; and underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

19.8 THE BIDDER MUST INDICATE ON THE BID FORM THE TYPE AND CLASSIFICATION OF LICENSE AND EXPIRATION DATE AS ISSUED BY THE CONSTRUCTION INDUSTRIES DIVISION. FAILURE TO INDICATE THE TYPE OF CLASSIFICATION MAY RESULT IN NON-CONSIDERATION OF BID.

20. Adjustment of Factors for Option Year

This provision provides a means to adjust the base year adjustment factor to the option year adjustment factors by using actual escalation/de-escalation as measured by the Construction Cost Index (CCI) published in the ENR (formerly known as Engineering News and Record). This clause will apply only to those option periods awarded after one year from the date of the original contract award. The originally bid adjustment factors are valid for a one year period beginning with the date of Contract Award.

CCI indices are published monthly. The "Base Year" for the purposes of this clause is the 12-month period just after this Contract or an "Option Extension Period" is awarded. The "Base Year Index" is determined by summing the monthly CCI indices for each of the 12 months of the "Base Year" and dividing by 12. The result is the average CCI increase or decrease for the "Base Year".

The "Option Extension Period" for the purposes of the clause is the 12-month period following the initial Contract period.

The Price Adjustment for the "Option Extension Period" is determined by dividing the "Option extension index" by the "base year index". The "option year adjustment factor" for the option period is determined by multiplying the Price Adjustment by the previous adjustment factor.

All the above computations shall be carried to five (5) decimal places and then rounded to four (4) decimal places. Rounding of numbers shall be accomplished by increasing the fourth decimal place if the fifth decimal is equal to five or greater. If the fifth decimal place is equal to four or less, the fourth decimal shall remain unchanged.

21. Government Entity Procurement Services

In accordance with NMSA 13-1-129, contractors are advised that other government entities may procure services awarded under this agreement. Government entities exercising this option shall be responsible for the payment of any fees due to the Gordian Group and all resulting contracts between the contractor (s) and entities exercising this option shall be tailored for that particular government entity. Payments or other obligations connected with such contracts shall not be considered the responsibility of the Regents of New Mexico State University.

22. Federally Funded Projects

NMSU and the Regents hereby reserve the right to accomplish tasks that are funded in whole or in part by the Federal Government. The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to this Purchase Order. Without limiting the Purchase Order Provisions, the FAR clauses are incorporated by reference into this Purchase Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of the FAR clauses incorporated by reference are the same as the corresponding clause in the prime contract or higher tier subcontract.

52.252-2 Clauses Incorporated by References – (Mar 1999). This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Purchasing Agent will make their full text available.

Federal Acquisition Regulation (FAR) Clauses

15-401	Definitions
15-403-1	Prohibition on Obtaining Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b)
15.403-4	Requiring Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b) Use when subcontract expected to exceed $500,000.
15.406-2	Certificate of Current cost or Pricing Data
52.202-1	Definitions (Oct. 1995)
52.203-1	RESERVED
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-2	Security Requirements (AUG 1996) Use when contract requires access to classified information.
52.204-3	Taxpayer identification (JUN 1997)
52.204-4	Printing/Copying double Sided on Recycled Paper (JUN 1996)
52.208-1	RESERVED
52.209-6	Protecting the Government's Interest when subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)
52.211-8	Time of Delivery (JUN 1997)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.211-16	Variations in Quantity (APR 1984)
52.213-1	Fast Payment Procedure (FEB 1998)
52.214-9	Failure to Submit Bid (JUL 1995)
52.214-10	Contract Award-Sealed Bidding (JUL 1990)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	Submission of Offers in U.S. Currency (APR 1991)
52.215-2	Audit and Records-Negotiation (AUG 1996) Use when contract exceeds $25,000 and was negotiated.
52.215-7	Annual Representations and Certifications – Negotiation (OCT 1997)
52.215-8	Order of Precedence (OCT 1997)
52.218-10	Price Reduction for Defective cost or Pricing Data (OCT 1997)
52.215-11	Price Reduction for Defective cost or Pricing Data – Modifications (OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997). Use when subcontract expected to exceed $500,000.
52.215-13	Subcontractor cost or Pricing Data – Modification (OCT 1997)
52.215-26	Integrity of Unit Prices (APR 1991) Less Paragraph ©
52.216-7	Allowable cost and Payment (FEB 1998)
52.219-8	Utilization of Small, Small Disadvantaged, and Women Owned Small Disadvantaged Business concerns (JUN 1997)
52.219-9	Small, Small Disadvantaged and Women Owned Small Disadvantaged Business Subcontracting Plan (AUG 1996). This clause does not apply to small business concerns.
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages – Subcontracting Plan (OCT 1995)
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-4	Labor Surplus Area Subcontracting Program (APR 1984). Use when expected to exceed $500,000.
52.222-1	Notice to Government of Labor Disputes (APR 1984)
52.222-3	Convict Labor (AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 1995)
52.222-11	Subcontracts (Labor Standards) (FEB 1988)
52.222-20	Walsh Healey Public Contracts Act (DEC 1996)
52.222-21	Certification of Non-segregated Facilities (APR 1984). Use if expected to exceed $10,000.
52.222-22	Previous Contracts and Compliance Reports (APR 1984)
52.222-25	Affirmative Action Compliance (APR 1984)
52.222-26	Equal Opportunity (APR 1984)
52.222-28	Equal Opportunity Pre-Award Clearance of Subcontracts (APR 1984). Use when expected to exceed $1,000,000.
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.222-41	Service Contract Act of 1965, As Amended (MAY 1989) – if applicable.
52.223-2	Clean Air and Water Certification (APR 1984)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997). Use if subcontract involves

	hazardous material.
52.223-6	Drug Free Workplace (JAN 1997)
52.223-7	Notice of Radioactive Materials (JAN 1997)
52.223-13	Certification of Toxic Chemical Release Reporting (OCT 1996)
52.223-14	Toxic Chemical Release Reporting (OCT 1996)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-3	Buy American Act – Supplies (JAN 1994)
52.225-11	Restrictions on Certain Foreign Purchases (OCT 1996)
52.227-1	Authorization and Consent (JUL 1995) and Alternate I (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-10	Filing of Patent Applications – Classified Subject Matter (APR 1984). Use if subcontract will involve classified matters.
52.227-11	Patent Rights – Retention by the Contractor Short Form (JUN 1997)
52.227-13	Patent Rights – Acquisition by the Government (JAN 1997)
52.227-14	Rights in Date – General (JUN 1987)
52.227-19	Commercial Computer Software – Restricted Rights (JUN 1987)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.229-3	Federal, State and Local Taxes (JAN 1991)
52.229-10	State of New Mexico Gross Receipts and Compensating Tax (OCT 1988)
52.230-2	Cost Accounting Standards (APR 1996)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1996)
52.230-4	Consistency in Cost Accounting Practices (AUG 1992)
52.230-6	Administration of Cost Accounting Standards (APR 1996)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (MAY 1997)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (JUN 1997)
52.223-1	Disputes (OCT 1995)
52.233-3	Protest after Award (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop-Work Order (AUG 1989)
52.243-1	Changes – Fixed Price (AUG 1987)
52.243-2	Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)
52.243-7	Notification of Changes – (APR 1984)
52.244-1	Subcontracts (Fixed-Price Contracts) (OCT 1997)
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (OCT 1997)
52.244-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (OCT 1997)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
52.245-2	Government Property (Fixed Price Contracts) (DEC 1989)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) - Alternate I
52.246-2	Inspection of Supplies-Fixed Price (AUG 1996)
52.246-16	Responsibility for Supplies (APR 1984)
52.246-17	Warranty of Supplies of a Non-Complex Nature (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-63	Preference for U.S. Flag Air Carriers (JAN 1997). Use when international air transport is involved.
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (JUN 1997). Use when ocean transport is involved.
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
52.249-8	Default (Fixed price Supply and Service) (APR 1984)

DOD Supplement to the FAR

252.203-7001	Special Prohibition on Employment (JUN 1997). If subcontract exceeds $25,000.
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 1995). If subcontract exceeds $25,000.
252.223-7004	Drug-Free Work Force (SEP 1988)
252.227-7013	Rights in Technical Data-Non Commercial items (NOV 1995)
252.227.7014	Rights in Noncommercial Computer Software and Non commercial Computer Software Documentation (JUN 1995)
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions (JUN 1995)
252.227.7034	Patents-Subcontracts (APR 1984)
252.247.7023	Transportation of Supplies by Sea (NOV 1995)

OMB Circular

Requirements of OMB Circular A-110 are required if the order is issued under a prime grant.

END OF SECTION

WAGE RATES
SECTION 00830

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	13.24	0.26
Carpenter/Lather	12.23	0.44
Cement Mason	15.58	0.26
Ironworker	19.82	5.85
Painter (Brush/Roller/Spray)	16.13	0.44
Electricians (outside)		
Groundman	26.73	11.37
Equipment Operator	29.55	11.37
Lineman/Wireman or Tech	30.14	11.37
Cable Splicer	31.32	11.37
Plumber/Pipefitter	19.00	4.20
Laborers		
Group I	12.40	0.35
Group II	12.70	0.35
Group III	13.10	0.35
Operators		
Group I	15.75	0.26
Group II	15.95	0.26
Group III	16.53	0.26
Group IV	16.55	0.26
Group V	16.53	0.26
Group VI	16.70	0.26
Group VII	16.75	0.26
Group VIII	16.90	0.26
Group IX	17.40	0.26
Group X	18.20	0.26
Truck Drivers		
Group I	13.29	0.26
Group II	13.49	0.26
Group III	13.69	0.26
Group IV	13.89	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

TYPE "B" - GENERAL BUILDING

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	26.54	9.71	$0.20	
Boilermaker	18.40	3.78	$0.20	
Bricklayer/Blocklayer/Stonemason	22.30	6.00	$0.62	
Carpenter/Lather	21.54	6.24	$0.35	
Cement Mason	17.72	7.23	$0.34	
Electricians				
Outside Classifications				
Groundman	23.89	8.62	$0.55	
Equipment Operator	26.71	8.62	$0.55	
Lineman/Tech	27.30	8.62	$0.55	
Cable Splicer	28.48	8.62	$0.55	
Inside Classifications				
Wireman/Technician	27.30	8.31	$0.54	Refer to Note 1
Cable Splicer	29.03	8.31	$0.54	
Sound Classifications				
Installer	22.06	8.06	$0.23	
Technician	23.61	8.06	$0.23	
Soundman	25.68	8.06	$0.23	
Elevator Constructor	28.30	12.96	$0.55	
Elevator Constructor Helper	15.55	3.56	$0.25	
Glazier	20.15	4.03	$0.34	
Ironworker	23.65	9.68	$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	4.00	$0.35	
Paper Hanger	19.71	8.42	$0.35	
Drywall Finisher/Taper	20.60	4.03	$0.35	
Plasterer	18.65	6.80	$0.35	
Plumber/Pipefitter	27.14	10.19	$0.70	Refer to Note 3
Roofer	15.18	0.50	$0.53	
Sheetmetal Worker	25.35	13.82	$0.52	Refer to Note 4
Soft Floor Layer	18.78	4.54	$0.35	
Sprinkler Fitter	22.58	11.62	$0.26	
Tile Setter	18.92	1.16	$0.00	
Tile Setter Helper	14.02	1.02	$0.00	
Laborers				
Group I	14.16	4.12	$0.27	
Group II	14.73	4.12	$0.27	
Group III	15.03	4.12	$0.27	
Group IV	15.13	4.12	$0.27	
Group V	15.33	4.12	$0.27	
Group VI	15.48	4.12	$0.27	

TYPE "B" - GENERAL BUILDING

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Operators				
Group I	19.64	4.95	$0.55	
Group II	20.68	4.95	$0.55	
Group III	20.76	4.95	$0.55	
Group IV	20.82	4.95	$0.55	
Group V	20.88	4.95	$0.55	
Group VI	20.98	4.95	$0.55	
Group VII	21.08	4.95	$0.55	
Group VIII	22.16	4.95	$0.55	
Truck Drivers				
Group I	18.88	5.50	$0.35	
Group II	19.00	5.50	$0.35	
Group III	19.08	5.50	$0.35	
Group IV	19.20	5.50	$0.35	
Group V	19.25	5.50	$0.35	
Group VI	19.35	5.50	$0.35	
Group VII	19.45	5.50	$0.35	
Group VIII	19.59	5.50	$0.35	
Group IX	19.74	5.50	$0.35	

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.

#1 - Inside Electricians working at a Lea County 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 $2.00/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.

#4 - Sheet Metal Workers working 90+ miles from contractors homebase & employees home get $50.00/day subsistence pay plus base/finge.

TYPE "C" - RESIDENTIAL

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	$18.97	$3.02	$0.20
Boilermaker	$0.00	$0.00	$0.00
Bricklayer/Blocklayer/Stonemason	$18.00	$4.76	$0.25
Carpenter/Lather	$20.86	$6.25	$0.35
Millwright/ Piledriver	$0.00	$0.00	$0.00
Cement Mason	$17.60	$4.91	$0.25
Electricians			
Outside Classifications			
Groundman	$24.46	$10.88	$0.28
Equipment Operator	$27.28	$10.88	$0.28
Lineman/Technician	$27.87	$10.88	$0.28
Cable Splicer	$29.05	$10.88	$0.28
Inside Classifications			
Wireman/Tech	$15.00	$3.00	$0.19
Cable Splicer	$16.73	$3.00	$0.19
Sound Classifications			
Installer	$10.00	$1.01	$0.00
Technician	$11.55	$1.01	$0.00
Soundman	$13.62	$1.01	$0.00
Elevator Constructor	$0.00	$0.00	$0.00
Elevator Constructor Helper	$0.00	$0.00	$0.00
Glazier	$0.00	$0.00	$0.00
Ironworker	$18.42	$6.35	$0.48
Painter (Brush/Roller/Spray)	$9.79	$0.00	$0.00
Paperhanger	$0.00	$0.00	$0.00
Drywall Finisher	$0.00	$0.00	$0.00
Plasterer	$0.00	$0.00	$0.00
Plumber/Pipefitter	$24.87	$8.97	$0.15
Roofer	$9.37	$1.93	$0.00
Sheet Metal Worker	$24.13	$11.49	$0.54
Softfloor Layer	$19.17	$4.78	$0.35
Sprinkler Fitter	$24.00	$2.09	$0.10
Tile Setter	$9.88	$0.00	$0.00
Tile Setter Helper	$0.00	$0.00	$0.00
Operators			
Group I	$13.63	$2.47	$0.30
Group II	$14.67	$2.47	$0.30
Group III	$14.75	$2.47	$0.30
Group IV	$14.81	$2.47	$0.30
Group V	$14.87	$2.47	$0.30
Group VI	$14.97	$2.47	$0.30
Group VII	$15.07	$2.47	$0.30
Group VIII	$16.15	$2.47	$0.30
Laborers			
Group I	$12.60	$4.12	$0.26

TYPE "C" - RESIDENTIAL

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Group II	$13.17	$4.12	$0.26
Group III	$13.47	$4.12	$0.26
Group IV	$13.57	$4.12	$0.26
Group V	$13.77	$4.12	$0.26
Group VI	$13.92	$4.12	$0.26
Truck Drivers			
Group I	$14.88	$0.00	$0.00
Group II	$15.00	$0.00	$0.00
Group III	$15.08	$0.00	$0.00
Group IV	$15.20	$0.00	$0.00
Group V	$15.25	$0.00	$0.00
Group VI	$15.35	$0.00	$0.00
Group VII	$15.45	$0.00	$0.00
Group VIII	$15.59	$0.00	$0.00
Group IX	$15.74	$0.00	$0.00

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "C" CONSTRUCTION.

TYPE "H" - HEAVY ENGINEERING

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	26.54	9.71	0.20
Boilermaker	18.50	3.31	0.56
Bricklayer/Blocklayer/StoneMason	20.78	4.73	0.54
Carpenter/Lather	22.94	6.06	0.35
Millwright/Piledriver	26.38	5.96	0.40
Cement Mason	20.85	7.10	0.00
Electricians			
Outside Classifications			
Groundman	23.89	10.55	0.55
Equipment Operator	26.71	10.55	0.55
Lineman/Tech	27.30	10.55	0.55
Cable Splicer	28.48	10.55	0.55
Inside Classifications			
Wireman/Tech	27.30	8.62	0.54
Cable Splicer	29.03	8.62	0.54
Sound Classifications			
Installer	0.00	0.00	0.00
Technician	0.00	0.00	0.00
Soundman	0.00	0.00	0.00
Glazier	0.00	0.00	0.00
Ironworker	27.65	9.69	0.53
Painter (Brush/Roller/Spray)	16.00	3.78	0.00
Plumber/Pipefitter	27.14	10.20	0.70
Roofer	19.33	11.21	0.23
SheetmetalWorker	26.35	13.40	0.53
Operators			
Group I	21.31	6.77	0.34
Group II	21.51	6.77	0.34
Group III	22.09	6.77	0.34
Group IV	22.11	6.77	0.34
Group V	22.11	6.77	0.34
Group VI	22.26	6.77	0.34
Group VII	22.31	6.77	0.34
Group VIII	22.46	6.77	0.34
Group IX	22.96	6.77	0.34
Group X	23.76	6.77	0.34

TYPE "H" - HEAVY ENGINEERING

Effective January 1, 2009

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Laborers			
Group I	15.34	4.40	0.27
Group II	15.64	4.40	0.27
Group III	15.94	4.40	0.27
Group IV	16.51	4.40	0.27
Group V	16.76	4.40	0.27
Group VI	15.49	4.40	0.27
Group VII	15.64	4.40	0.27
Group VIII	15.89	4.40	0.27
Group IX	16.09	4.40	0.27
Group X	16.76	4.40	0.27
Truck Drivers			
Group I	15.05	5.09	$0.35
Group II	15.25	5.09	$0.35
Group III	15.45	5.09	$0.35
Group IV	15.65	5.09	$0.35

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "H" CONSTRUCTION.

SECTION 01010
SUMMARY OF WORK
CFB# I0071617-P

PART I. - GENERAL

1. SUMMARY

A. Provide completed construction required by the Contract Documents.

B. Portions of the Work are shown as estimated quantities of defined units.

a. Addition and deletion of units of work and adjustment of the Contract Sum shall be times the amount of the Unit Price bid for each unit of work.

b. The Work includes minor demolition in preparation for new construction.

2. RELATED SECTIONS

A. Comply with General and Supplementary Conditions, and Division 1 – General Requirements.

B. Applicable to the Drawings and all divisions and sections of the technical specifications: Requirements and instructions, unless otherwise specifically stated, are directed to, and shall be required of the Contractor.

a. Comply with the requirements of Section 01720, Project Record Documents.

b. See Section 02170, Site Cleaning.

3. SUBMITTALS

A. Make all submittals required by the specifications, in triplicate.

B. Within ten (10) days of the date of Notice to Proceed, submit to the Architect a list of subcontractors for three types work to be permitted and performed under this contract: (1) general building, (2) mechanical, (3) and electrical. If the Contractor is permitting one or more of the categories of work in-house, it shall so note on its listing. This information will be provided to the Construction Industries Division, to ensure compliance with permitting

section, the location of all old construction, unusual objects, or utility lines encountered, whether shown on the drawings or not, or whether located by the Owner or not.

3. To the extent determined sufficient by the Architect, the Contractor shall uncover all such old construction, unusual objects, or utility lines to determine their category and use, and shall then record as specified herein such information, backfill and compact as required by the Contract Documents for similar areas. The cost of additional work occasioned by the requirements of this paragraph and its related requirements shall be paid by Change Order in accordance with the General Conditions.

1.2 SECTION INCLUDES

A. Maintenance of Record Documents at the site.

B. Preparation and submittal of Record Drawings and Record Project Manual for Architect's review, at Substantial Completion of the Work.

C. Correction and delivery of complete and accurate Record Documents to the Architect, with or before application for final payment.

1.3 RELATED REQUIREMENTS

A. General Conditions of the Contract.

B. Division 1 - General Requirements Sections.

C. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection.

1.4 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain at the site for Owner one record copy of:

1. Contract Drawings.
2. Specifications.
3. Addenda.

4. Change Orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Field test records.
7. Inspection certificates.
8. Manufacturer's certificates.

B. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.

C. Label and file project record documents and samples in accordance with section number listings in Table of Contents of the Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain record documents in a clean, dry, & legible condition. Do not use record documents for construction purposes.

E. Keep record documents and samples available for inspection by Architect.

F. Other Documents: Maintain manufacturer's certification inspection certifications, and field test records required by individual specification sections.

PART 2 - PRODUCTS (Not used.)

PART 3 - EXECUTION

3.1 PROJECT RECORD DOCUMENTS (AS-BUILTS)

A. As a condition precedent to final payment, the Contractor shall prepare and submit complete and accurate Project Record Documents acceptable to the Architect. Project Record Documents shall be required and marked for all civil, architectural, structural, mechanical, electrical, cable TV, telephone, data, fiber

optics or other communications lines, plumbing, facilities management notification lines, and fire protection work.

3.2 RECORDING

A. General:

1. If original Construction Drawings were generated by computer, the Contractor may request a copy of the documents from the Architect, and make his changes, returning in that format the required Record Drawings.

2. Record drawings shall include both horizontal and vertical locations. Location of utility runs shall be recorded at least once for each horizontal unit of run of 25 feet or less.

a. Record information on one set of drawings, and in one copy of a Project Manual.

b. Provide identification of recorded information, maintaining separate line types and thicknesses for each major system. Do not use color identification, as it does not duplicate well.

c. Record information concurrently with construction progress, and as items requiring recording are encountered. When encountered, call Utility Locates at 646-4544 immediately. Do not conceal any Work until required information is recorded.

d. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:

1. Measured depths of elements of foundation in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and features of construction.

4. Field changes of dimension and detail.

5. Changes made by modifications.

6. Details Contractor may wish to include to convey record information.
7. References to related shop drawings and modifications.

These marked up prints will be observed and signed off or approved monthly by Architect and they shall be corrected immediately if found by such observation to be either inaccurate or incomplete.

A. The record of old construction, unusual objects, or utility lines encountered shall include:

1. The type and size of old construction, unusual object, or utility line, as applicable.

2. Whether active or abandoned.

3. The vertical and horizontal location of the line in reference to the permanent datum or bench mark(s) used for recording such information at the site. Record at least one location for each horizontal unit of run of 25 feet or less uncovered.

4. The depth of cover over such lines after final grading is accomplished.

B. Project Manual/Specifications: Legibly mark each item to record actual construction, including:

1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.

2. Changes made by Addenda and Modifications.

3.3 DELIVERY OF INITIAL PROJECT RECORD DOCUMENTS

A. Near Substantial Completion of the Work, deliver to the Architect for review, the marked-up record black line prints and Project Manual which were kept at the Project Site and labeled as "PROJECT RECORD."

B. The Architect will review the Project Record Documents (prints and project manual), and if deemed necessary, return to the Contractor with the Architect's comments and recommendations for correction.

C. Upon correction and completion of the "Project Record Documents," prepare for submittal to the Architect.

3.4 DELIVERY OF COMPLETE CORRECTED RECORD DOCUMENTS

A. At Contract Closeout, deliver to the Architect all Record Documents and Samples required by the Contract Documents, including final revisions of the documents, as follows:

1. The marked-up "Project Record" prints.
2. The corrected "Project Record" prints.
3. Mylar "Project Record" drawings dated and signed by the Contractor.
4. Four complete sets of black line prints of the "Record Drawings".
5. The corrected "Project Record" project manual.
6. The marked-up "Project Record" project manual.

B. Transmit the Record Documents with cover letter in duplicate, listing:

1. Date.
2. Project title and project number.
3. Contractor's name, address, and telephone number.
4. Number and title of each Record Document
5. Signature of Contractor or authorized representative.

3.5 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. Certification for final payment shall not be made until the Architect is satisfied that the Record Documents are complete and accurate, and the Architect certifies to the Owner and its representatives that to the best of the Architect's knowledge, information and belief the Work has progressed as

indicated, and that the quality of the Work is in accordance with the Contract Documents, and the Regents Representative for Contract Management (RRCM) certifies to the Owner that to the best knowledge, information and belief of the RRCM that the Contractor is entitled to payment in the amount certified.

END OF SECTION

SECTION 02170
SITE CLEANING
CFB #I0071617-P

PART I. - GENERAL

1.SUMMARY

A.The Work of this section shall include, but shall not necessarily be limited to, the provision of labor, equipment, materials, and other incidentals necessary to accomplish the continuous cleaning during construction, and final cleaning of the site, as shown on the drawings and described in the specifications.

PART II. - PRODUCTS

1.DISPOSITION OF MATERIALS REMOVED

A.Unless otherwise specified, all material removed under this Contract and specification which is not acceptable for, and which is not specified for reuse on this project shall become the property of the Contractor and shall be promptly removed from the site.

PART 1 - EXECUTION

1.1CLEANUP

1.1.1During the course of the Work, excess waste materials shall be continuously and promptly removed. All reasonable precautions shall be taken to avoid damage to existing utilities and improvements, including sprinklers, plants, and lawns.

1.1.2The washing of concrete trucks and chutes, and the dumping of excess concrete or other cementitious material on campus shall not be allowed, except at location(s) and as specifically directed by the Architect. At the completion of the Work, the Contractor shall be required to remove from the campus and properly dispose of all such dumped materials, including the surrounding soils contaminated thereby.

1.1.3All paint residues and vehicle deposits such as oils and fuels, which, due to the course of the work, contaminate site, or campus soils shall be removed together with the contaminated soils, and such soils shall be replaced if required, with equal soils, clean and uncontaminated. In no case shall any contaminated soil or soils contaminating material or substance (including paints, oils, fuels, and cements) be turned under at the site during grading or fill operations.

1.1.4 Cleanup and Raking of Lawn Areas; Unless otherwise specified, in areas where there is existing lawn, and where any action or traffic by the Contractor or his employees in the execution of the work shall cause soils, stones, pebbles, aggregates, or other solid materials to be raised to, or placed upon the surface, the Contractor shall rake clean all areas affected, leaving no solid stones, mortars, aggregates, other solid matter or material exposed on the surface in excess of 3/4 inch in size when measured in any direction. Raking shall occur as directed after backfilling and compaction, to allow for mowing, and shall reoccur whenever redisturbed through any action or traffic by the Contractor or his employees in the execution of the work throughout the duration of the contract.

1.1.5 Final Cleanup and Raking; Unless otherwise specified, the Contractor shall, in addition to other cleanup requirements specified, perform a final cleanup of the entire site, leaving no excess materials, paper, cartons, or other refuse at the site. No burning shall be allowed at the site. This cleanup shall include the gathering, removal, and proper off-campus disposal of all refuse originating from the work of this contract or the Contractor's employees thereon, which may, by whatever means, have been transported off site to adjacent properties, or rights-of-way.

1.1.5.1 In all non-paved areas which are shown on the Drawings or described in the specifications or addenda to receive planting under this contract or after the work of this contract, or which contain existing planting: The Contractor shall, after bringing finish elevations to the specified degree(s) of compaction, slopes, and grades, rake clean and smooth all planting areas (so noted on the drawings or described in the specifications), leaving no solid stones, mortars, aggregates, other solid matter or material exposed on the surface in excess of 3/4 inch in size when measured in any direction.

1.1.5.2 In all non-paved areas which are not shown on the Drawings, or described in the specifications, or addenda, to receive planting under this contract or after the work of this contract: The Contractor shall, after bringing finish elevations to the specified degree(s) of compaction, slopes, and grades, rake clean and smooth all such areas, leaving no stones, mortars, aggregates, other solid matter or material exposed on the surface in excess of 1 1/2 inch in size when measured in any direction.

1.2 INSPECTIONS AND ACCEPTANCE

1.2.1 The final cleanup may be performed in sections or areas and at times as agreed to by the Architect and the Contractor. After the acceptance of each area, reraking shall not

be again required to remove over-sized materials dislodged and brought to the surface by non-construction traffic or erosion. Only the reraking of accepted areas that are later disturbed by the Contractor, his employees, delivery persons and vehicles, or others in the performance of the Work or access thereto shall be required.

END OF SECTION

SECTION 04400
ROCK WALLS
CFB #I0071617-P

PART I. - GENERAL

1.SUMMARY

A.Provide labor, equipment and materials required for the workmanlike completion of rock walls as shown or described on the drawings and in these specifications.

a.All work, appurtenant accessories and operations which are not specifically mentioned but which are obvious or normally necessary, or required for proper execution of the work, shall be provided as if specifically set forth in the Specifications and Drawings.

2.REFERENCES

A.American Society for Testing and Materials, ASTM.

B.American Association of State Highway and Transportation Officials, AASHTO.

3.SUBMITTALS

A.Submit design of mortar mix for approval.

B.Submit for approval: an 8" cube of rock proposed for use.

C.Submit for approval: water-repellent sealer and method of application.

D.Build sample wall ten feet in length; obtain approval before continuing wall construction, and use approved sample wall as standard for remaining wall to be constructed.

4.QUALITY ASSURANCE

A.Testing may be performed to verify compliance with referenced standards.

5.WARRANTY

A.Warrant workmanship and guarantee materials for not less than one year, in accordance with the General Conditions. If work is found defective, remedy without additional expense to the Owner.

PART 1 - PRODUCTS

1.1MATERIALS

1.1.1Portland cement conforming to ASTM Standard C-150 and shall be Type I or Type II.

1.1.2Masonry Cement for mortar shall conform to ASTM Standard C-91 and Type "S" cement may be substituted as shown in ASTM Standard C-91 to meet ASTM Standard C-270 for Type "S" mortar.

1.1.3Quicklime shall conform to ASTM Standard C-5.

1.1.4Hydrated Lime shall conform to ASTM Standard C-207 and shall be Type "S" or "M".

1.1.5Concrete for footings shall obtain strength of 3000 p.s.i. in 28 days.

1.1.6Rock shall be as quarried in the Robledo Mountain area of the Mesilla Valley. Submit samples for approval of color range and quality. Rock shall conform to the following:

LA AbrasionAASHTO T-96less than 50% wear at 500 revolutions

Soundness LossASHTO T-104not more than 18 in 5 cycles, Magnesium Sulfate Solution

1.1.7Mortar: Except for the tops-of-walls specified with corner stone, mortar for rock placement shall be type "S" conforming to ASTM Standard C-161 and C-270 and shall be mixed in the ratio of one part Portland Cement by volume with over 1/4 part and not more than 1/2 part hydrated lime or lime putty, by volume, and the aggregate shall not be less than 2 1/4 and not more than 3 times the sum of the volumes of the cement and Lime used.

1.1.7.1Mortar for tops-of-walls shall be of 1:3 mix.

1.1.8Reinforcing Steel shall conform to ASTM Standard A-617.

1.1.9OKON W-1 Water-repellent sealer, or approved equal.

PART 1 - EXECUTION

1.1ROCK WALL CONSTRUCTION

A.Sub grade for Rock Walls shall be compacted to 95 percent of modified proctor as determined by ASTM Standard D1557.

B.The bottom of the footings shall be located a minimum of 18 inches below surrounding or finished grade of soil. The first course of rock shall be set in fresh footing concrete before the concrete achieves its initial set.

C.Mortar shall be uniformly laid and sufficient mortar shall be placed in joints to completely fill all spaces between rock units.

D.Rock walls less than 24 inches in thickness shall have bond stones with a maximum spacing of 3 feet both vertically and horizontally. If rock wall thickness is greater than 24 inches, it shall have one bond stone for each square foot of the total wall surface, both sides.

E.The top of the wall shall be completely filled with mortar between the stones to prevent water from penetrating the wall. There shall be no ponding of water possible at the top of the wall.

1.2MORTAR MIXING

A.Hand mixing of mortar shall be done only in clean, tight wooden boxes. Thoroughly mix the cement and sand dry in batches that can be used in one hour, adding the lime paste as wet down. All mortar must be used immediately after being mixed. No retempering or remixing will be allowed.

B.Machine mixed mortar shall be mixed in a clean, approved type batch mixer, which will ensure a uniform distribution of materials throughout the mass. Mass shall be homogeneous and uniform in color. The entire contents shall be discharged before recharging. Mixer shall be cleaned at frequent intervals. No remixing or retempering will be allowed.

C.While laying rock wall masonry, air temperatures shall be not lower than 40 degrees F. and rising. Water and aggregate shall be heated before mixing so that the finish mix is approximately 70 degrees F. Material laid in the walls shall be protected from freezing for 5 days at a temperature not less than 50 degrees F. In no case shall

water or aggregate be heated above 160 degrees F. Antifreeze, salt or other admixtures shall not be used.

1.3WATER-REPELLENT

A.Seal tops of walls and 3 inches down on both sides with water-repellent sealer, applied according to the manufacturer's printed instructions, unless otherwise directed or specified.

1.Apply two coats of water-repellent sealer to clean, brushed rock and mortar joints at manufacturer's recommended rate of application. Allow not less than 72 hours drying time between coats.

1.4CLEANUP

A.Clean mortar joints at the end of each day, removing excessive mortar.

B.After completion of the wall, backfill, compact and level to finished grade the area surrounding the wall, or any other area of the site disturbed by this work.

C.Remove excess soil, rock, sand, other materials and rubbish from the site.

END OF SECTION

SECTION 08700
BUILDERS HARDWARE
CFB #I0071617-P

PART I. - GENERAL

1.SUMMARY

A.Provide hardware as required by the Contract Documents.

2.WORK SPECIFIED IN OTHER SECTIONS

A.Reinforcement for hardware in metal doors and frames shall be as specified in SECTION 08100, HOLLOW METAL WORK.

3.QUALITY CONTROL/REFERENCE STANDARDS

A.Hardware and installation shall conform to the applicable requirements of the standards listed below, except as otherwise required by the Contract Documents. In the event of contradiction, the Contract Documents shall take precedence over referenced standards. The publications listed below may be referred to hereafter by basic designation only.

a.American National Standards Institute (ANSI) Standards:
A156.1-1981Butts and Hinges
A156.2-1983Locks and Lock Trim
A156.3-1984Exit Devices
A156.4-1980Door Controls - Closers
A156.6-1979Architectural Door Trim
A156.7-1981Template Hinge Dimensions
A156.8-1982Door Controls - Overhead Holders
A156.13-1980Mortise Locks and Latches

b.Builders Hardware Manufacturers Association (BHMA) Standards
50I - 1976Auxiliary Locks & Associated Products
1201 - 1970Auxiliary Hardware
1301 - 1969 (Rev. Dec.1973) Materials & Finishes
Certified Products Directory (Feb. 1975)

c.Door and Hardware Institute (DHI) Publications:
Keying - Procedures, Systems and Nomenclature (Feb. 1975)
Recommended Locations for Builders' Hardware for Standard Steel Doors and Frames (1975)

d.Federal Specifications: FF-H-116E Hinges, Hardware, Builders

e.National Fire Protection Association (NFPA) Publications:
80 - 1975Standard for Fire Doors and Windows
101 - 1991Code for Safety to Life from Fire in Buildings and Structures

4.SUBMITTALS

A.The Contractor shall submit an approvals list, certificates, test reports, and a hardware schedule in accordance with the Contract Documents' requirements for submittals.

B.Approvals List; Approvals list shall list each of the different articles of builders' hardware required. The list shall be submitted in the following form:

Item Number &ANSI/BHMAFunctionsMfr's Name &
Certification Standard or Type Name of Catalog No. of
Designation Reference No. /Grade Article Article Supplied

1 (C) A156.2F82/1LockABC Lock Co. BOR99
2 (NC) A156.1A2111/1HingeXYZ Hinge Co. 0B123

Opposite each listed item number, the following shall be inserted as applicable: the symbol (C) denoting the item appears in a Certified Products Directory published by the Builders Hardware Manufacturers Association; the symbol (NC) indicating the item does not appear in the Certified Products Directory.

C.Certification and Test Reports; hardware items with symbol (C) shall be accompanied by a certification that the items so noted appear in the BHMA Certified Products Directory. Hardware items listed above with the symbol (NC) shall be accompanied with certified independent laboratory test reports, indicating that the hardware items conform to the ANSI or BHMA standards under which the items are specified.

5.DELIVERY, STORAGE, AND HANDLING

A.Hardware shall be delivered to the project site in the manufacturer's original packages. Each article of hardware shall be individually packaged in the manufacturer's standard commercial carton or container, properly marked or labeled to be readily identifiable with the approved hardware schedule.

PART II. - PRODUCTS

1.TEMPLATES

A.The Contractor shall furnish templates or information otherwise necessary to enable the door and frame manufacturer(s) to make proper provision in this work to receive the specified hardware.

a.Doors shown or specified to receive panic hardware shall be factory-prepped to receive the scheduled hardware.

b.Hardware shall be located on doors in accordance with DHI Standard, "Recommended Locations for Builders' Hardware for Standard Steel Doors and Frames".

B.Where two or more articles of hardware are to be mounted on the same door, the Contractor shall effect proper coordination between the manufacturers of the different articles. Templates of hinges shall conform to ANSI Standard A156.7.

2.FINISHES

A.Finishes of the following types shall conform to the finishes identified under BHMA Standard 1301, and shall conform to the requirements of the standard under which the item is specified. Base materials shall be of the material identified by the finish number.

B.Unless otherwise specified, all hardware except closers shall be finished in nearest U.S. equivalent US10, or 26D.

C.Door closers shall be lacquer sprayed to match adjacent hardware. All lacquer shall be "new type synthetic lacquer". Manufacturer of the locks shall provide samples of the metal finishes selected as requested without additional cost as may be requested by Architect.

3.FASTENINGS

A.Fastenings of proper type, size, quantity, and finish shall be supplied with each article of hardware. Machine screws and expansion shields shall be used for attaching hardware to concrete, stone, or other masonry. Fastenings exposed to the weather in the finished work shall be of brass, bronze, or stainless steel, as applicable. Sex bolts, or machine screws and grommet nuts, where used on reverse-bevel exterior doors equipped with

half-surface or full-surface hinges, shall employ one-way screws or other approved tamperproof screws. Screws for the jamb leaf of half-mortise and full-surface hinges attached to structural steel frames shall be the one-way type or other approved tamperproof type.

4.KEYING

A.The Owner will deliver keyed construction cylinders to the Contractor for its installation and use during construction. At substantial completion, the Owner will retrieve its construction cylinders and install end-user cylinders.

5.HARDWARE FOR FIRE DOORS

A.Hardware for fire doors shall conform to the requirements of NFPA Publications 80 and 101.

6.LOCKS AND LATCHES

A.Locksets shall be the products of a single manufacturer, and shall be compatible with existing Yale 1802 cylinders. Cylinders; Cylinders (Yale) shall be six pin. No substitutions.

B.Locksets and Latch sets; Locksets and latch sets shall conform to ANSI Standard A156.2, conforming to Grade 1; or A156.13, conforming to Series 1,000, Grade 1. Locks shall be limited to those manufactured by:

MORTISE LOCKSCYLINDRICAL LOCKS
Yale - 8000 Series Yale - 5400 Series, Augusta
Schlage - L 9000

C.Lever handles shall be Yale Augusta or Schlage Levon. Locksets with internal working plastic parts will not be permitted.

D.Deadlocks; Deadlocks shall be Lori, 4500 Series mortise cylinder deadlock, 2-3/4" backset.

E.Padlocks; American Lock 5000 series 5 or 6 pin tumbler cylinders.

F.Door Trim shall conform to ANSI Standard A156.6.

a.Sectional door pulls for metal doors shall be type J400 brass with 26D finish, thru-bolted type of plain modern design, unless otherwise specified. Door pulls on plates for wood doors shall be Type J400 brass with 26D finish, unless otherwise specified.

b.Push plates shall be Type J300, brass with 26D finish, unless otherwise specified, and size 3-1/2" x 15".

c.Armor plates shall be Type J100, brass with 26D finish, unless otherwise specified, 40 inches in height, and 2 inches less in width than the width of the door for single doors and 1 inch less for pairs of doors.

d.Unless otherwise specified, kick plates shall be Type J100, stainless steel. Width of plates shall be 2 inches less than door width. Height shall be 12 inches except where the bottom rail is less than 12 inches, the plate shall extend to within 1/2 inch of panel mold or glass bead.

e.Mop plates shall be Type J100, stainless steel. Width of plates shall be 2 inches less than door width. The height shall be 4 inches.

G.Exit Devices and Exit Device Accessories shall conform to ANSI Standard A156.3.

a.Exit Devices at Non-Fire Rated Doors: Shall be Grade 1, Von Duprin Series 99, function and finish as specified.

b.Exit Devices with Automatic Latching Two Point Bolts at Fire Rated Doors: Shall be Von Duprin, 9927L-F surface type, or 9947L-F concealed type, function and finish as specified.

c.Latching threshold height shall be such that the bottom of the door shall be 1/8 inch over the tread of the threshold and 1/8 inch below the top of the stop.

d.Removable mullions shall be of the key-removable box type and shall be by the same manufacturer as the rim devices with which they are used. Mullions shall be provided with mullion stabilizers from the same manufacturer.

e.Door coordinator shall be provided for each pair of doors equipped with closers and an overlapping astragal.

H.Auxiliary hardware shall conform to BHMA Standard 1201.

a.Lever extension flush bolts shall be Type L04081. They shall be provided at the top and bottom of the inactive leaf of pairs of doors and shall be mortised in the lock edge of the door. Dust-proof strikes Type L04011 shall be provided at doors without thresholds.

b.Floor Stop for Exterior Hinged Doors; Floor stop shall be Type L02161.

c.Lever type holders shall be Type L01381.

d.Doorstops shall be Type L02141 or L02161 for floor installation and Type L02101, concave type, for wall installation. A doorstop shall be provided at each interior hinged door and at each in swinging exterior door.

e.Roller bumpers shall be Type L02191 or L02211.

7.BUTTS AND HINGES

A.Hinges of the following types shall conform to Federal Specification FF-H-116.

a.Butts, extra-heavy weight; For doors with overhead holders, and on doors of sizes indicated to have 5 or 6 inch high hinges in Table I and doors in high frequency classification as indicated in Table II of Federal Specification FF-H-116 shall be extra-heavy-weight butt hinges.

b.The number and size of butts shall be as recommended in paragraph 6, notes, of Federal Specification FF-H-116.

c.Hinges for interior and exterior reverse-bevel doors with locks shall have a pin that is made nonremovable, by means of a setscrew in the barrel, when the door is in the closed position.

d.For out swinging exterior doors with closers; Type T2106, T2107, T2117, T2135, T2145 or T2155 as applicable.

e.For out swinging exterior doors without closers; Type T2106, T2107, T2112, T2117, T2135, T2137, T2139, T2145, T2149, T2155 or T2159 as applicable.

f.For in swinging exterior doors with closers; Type T2107 as applicable.

g.For in swinging exterior doors without closers; Type T2127 as applicable.

h.For interior doors with closers; Type T2107, as applicable.

i.For interior doors without closers; Type T2127 as applicable.

8.DOOR CLOSING DEVICES

A.Door closing devices of the following types shall conform to ANSI Standard A156.4.

a.Surface Type Closers; Surface type closers shall be Norton 8501 BF. Mounting details for the type closers specified shall be in accordance with Paragraph HARDWARE SETS. Size requirements shall conform to the manufacturer's published recommendations and shall be shown on the Contractors hardware schedule. Closers for out swinging exterior doors and interior closet doors shall have standard or long parallel arms or shall be top jamb mounted as required for the particular opening. Closers for interior doors close to a wall at the 90-degree open position or shall have parallel arms. Surface type closers shall be the products of one manufacturer only.

9.MISCELLANEOUS

A.General: The following are "or equal, approved by the Architect."

B.Metal Thresholds; Thresholds shall be Pemko 271A 1/4" x 5" thresholds for handicapped persons. Secure thresholds with metal expansion anchors.

C.Weather stripping; No. 319CV head and jamb protection by Pemko, with surface applied extruded aluminum housing with solid vinyl compression strip. Sill protection: Pemko #216AV. Apply 3/16" thick piece of self-adhesive sponge neoprene to face of removable mullions. Apply to all exterior doors frames.

D.Silencers; Provide 3 rubber silencers per single doorframe and two silencers for pair of doors. Omit silencers on weather-stripped openings.

E.Items Not Listed; All necessary hardware shall be furnished for proper fastening and operation of all moving parts, whether or not such parts are mentioned specifically in this specification. If not listed, the contractor shall furnish hardware equal to that listed in similar locations, if this is practical.

F. Astragals; Where indicated on the drawings or specified, provide astragals. Astragals shall be steel, gray prime coat, 3/16" x 2"; secured with #14 x 1" cadmium plated sheet metal screws countersunk, at 8" maximum on center.

PART 3 - EXECUTION

3.1 APPLICATION

A. Hardware shall be located on doors in accordance with DHI Standard, "Recommended Locations for Builders' Hardware for Standard Steel Doors and Frames". When approved, slight variations in locations or dimensions will be permitted.

B. Hardware for Labeled Fire Doors; hardware for labeled fire doors shall be installed in accordance with the requirements of NFPA Publications 80 and 101.

C. Door-Closing Devices; Door-closing devices shall be installed and adjusted in strict accordance with the templates and printed instructions supplied by the manufacturer of the devices. Insofar as practicable, doors opening to or from halls and corridors shall have the closer mounted on the room side of the door. Door closers shall be secured to doors by six bolts.

D. Install Owner provided and keyed construction cylinders.

E. Kick Plates; Kick plates shall be installed on the push side of single-acting doors.

3.2 HARDWARE SETS SCHEDULE

A. Hardware sets shall be as required by each Job Order. Items required by this section shall be provided whether included or not in the hardware, sets schedule.

END OF SECTION

SECTION 09900
PAINTING
CFB# I0071617-P

PART I. - GENERAL

1.SUMMARY

A.Except as otherwise noted or specified, paint all surfaces exposed-to-view, including piping, equipment and similar items. Finish spaces shall be considered as exposed-to-view.

B.Paint Schedule: Unless otherwise specified, all finishes shall be three (3) coat systems, consisting of one (1) sealer or prime coat, and two (2) finish coats, and all finishes shall be in compliance with the Paint Schedule listed in this specification.

C.Repainting of Existing or Repaired Substrates: Where damaged, touchup of the prime/sealer coat shall satisfy the first coat requirement of the paint schedules. Apply other coats as specified.

D.Closed Openings/Patching Walls: Substrate materials used to close and patch shall receive texture as required to match surrounding areas, or as specified, shall be prime coated, and shall receive two finish coats of paint. Finish coats shall be carried to corners at both sides of patched areas; from floor below, and to ceiling above patched areas.

E.Excluded Items: Except as otherwise shown or specified, the following items and surfaces are excluded from painting requirements:

a.Materials with factory-applied finish coats, except for matching touch-up requirements.

b.Materials, which have integral color, finish, such as aluminum, glass, floor coverings, acoustical tile, integral-colored stucco and plaster.

F.All work, appurtenant accessories and operations which are not specifically mentioned but which are obvious or normally necessary, or required for proper execution of the work, shall be provided as if specifically set forth in the Specifications and Drawings.

2.RELATED SECTIONS

A.The Drawings, the General Conditions, the Supplementary Conditions, and Division 1 -

General Requirements apply to the work specified in this Section.

B.The following Sections should be reviewed for related Work:

Section 01010, Summary of Work
Section 07900, Joint Sealers

3.SUBMITTALS

A.Submit data on coatings selected from the painting schedules or on products of other manufacturers proposed for use, including data on primers/sealers and complete painting schedules for each application.

B.Submit, together with regularly scheduled requests for payment: Legible, dated copies of invoices, paid or otherwise, with the project name written thereon at the time of sale, verifying the purchase of, and the quantity of approved materials used.

4.QUALITY ASSURANCE

A.Only the products shown in the Paint Schedule, or equals, so determined and approved by the submittal process, shall be used for the work.

B.Single Source Responsibility: To the greatest extent possible, provide all materials by a single manufacturer. Except as otherwise specified, provide top-of-the-line primers and other undercoat materials produced by same manufacturer as finish coats.

C.Container Identification: Each container shall be labeled as follows:

a.Manufacturer's Name.
b.Type of Material.
c.Manufacturer's Stock Number.
d.Color, if applicable.
e.Instructions for Reducing, Where Applicable.

5.DELIVERY, STORAGE AND HANDLING

A.Deliver and store materials in the manufacturer's original containers with labels intact and seals unbroken.

B.Materials shall be stored in a well-ventilated area set aside for the purpose. The area shall be heated, if necessary, to prevent freezing. Keep area clean and orderly. Store rags, paint solvents, and similar items in closed metal containers at all times.

C.Products, which are not intended for use on the project, shall not be brought to the site.

PART II. - PRODUCTS

1.MANUFACTURERS

A.Manufacturers shall be those whose products are listed in the Paint Schedules or whose products are submitted and approved for use by the Architect.

2.MATERIALS

A.Unless otherwise specified herein, paint materials shall be selected from those products listed in the Paint Schedules.

B.Paint and coatings products from other manufacturers will be considered as equals and may be accepted, but only after approval by the Architect.

PART 1 - EXECUTION

1.1EXAMINATION

1.1.1The application of any paint or coating shall constitute acceptance of that surface as suitable. Correct surface defects. In the event of incompatibility of materials, the problem shall be resolved prior to any application.

1.2PREPARATION OF SUBSTRATES

1.2.1Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition:

1.2.1.1Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sandpaper smooth when dried. When transparent finish is required, use spar varnish for back-priming.

1.2.1.2Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

1.2.1.3Prime Coats: Unless the prime coat or existing coats are completely removed, a prime coat touch-up will satisfy the first coat requirement of the three coat paint schedules. Hard glossy prime coats must be sanded to provide profile for finish coat.

1.2.1.4Galvanized Metal: Clean all surfaces of foreign matter by wiping with Lacquer Thinner, or other cleaner manufactured for the specific purpose of conditioning galvanized metal. Etch if required by the selected manufacturer's printed instructions.

1.2.1.5Masonry: Clean surface specified for painting and repoint mortar joints with VIP 5710, or an approved equal.

1.2.1.6Joints at Dissimilar Surfaces: Remove all old broken or faulty caulking and recaulk as required in compliance with Section 07900, Joint Sealers. Use VIP 5710, an approved equal, or other appropriate sealer as required by Section 07900.

1.2.1.7Glazing: Remove all cracked or broken glazing and reglaze with DAP Metal Sash Putty.

1.3PREPARATION OF MATERIALS

1.3.1Unless otherwise specified, mix and prepare painting materials in accordance with manufacturer's printed instructions. Use oils, thinners and driers only as

recommended by the paint manufacturer.

1.3.2Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

1.4APPLICATION OF PAINT

1.4.1Remove accessories, plates, hardware, lighting fixtures and similar devices, or provide masking during painting operations, if so allowed. Finish work shall be uniform, proper color, free of runs, sags or flooding. For high gloss enamel finishes, lightly sand each undercoat.

1.4.2General: Unless otherwise specified, apply paint only in accordance with manufacturer's printed instructions. Use applicators and techniques best suited for substrate and type of material being applied.

1.4.3Do not apply paint in damp, rainy, windy or dusty weather. Surfaces shall be thoroughly dry. Do not paint in direct hot sun or when temperature of surface and material is below 40 degrees F. Allow each coat to dry for the time recommended by the manufacturer before application of succeeding coats.

1.4.4Interior applications may require venting to outside air.

1.5FIELD QUALITY CONTROL

1.5.1Request review of first finished room by Architect for color, texture and workmanship.

1.5.2Use first acceptable room as project standard for each successive room or space.

1.5.3Obtain approval of each paint coat before application of successive coats. Failure to obtain approval between coats shall result in loss of credit for additional coats applied.

1.5.4At any time, the Architect may obtain samples from the products in use at the work sites for analysis and verification of product compliance with the specifications.

1.5.5Corrective Measures: As required by the Architect at no cost to the Owner.

1.6CLEANUP

1.6.1Cleanup: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each workday.

1.6.2Upon completion of painting work, clean window glass and other paint-spattered surfaces.

1.6.3Remove temporary protective wrappings provided for protection of the work.

1.6.4Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

1.7PROTECTION

1.7.1Protection: Protect existing work and structures, whether to be painted or not.

1.7.2Use care to protect adjacent finishes from overlap of paint, paint smears or other defacement.

1.7.3Provide "Wet Paint" signs as required to protect newly painted finishes.

1.7.4At completion of work, touch up and restore all damaged or defaced painted surfaces in manner acceptable to the Architect.

1.8PAINTING SCHEDULE

1.8.1The following Painting Schedule shall be used for the work. Unless otherwise specified, all finishes shall be three (3) coat systems, consisting of one (1) sealer or prime coat, and two (2) finish coats. DFT as used in paint schedules means, "dry film thickness," and shall be interpreted as per each coat. Select same manufacturer's primer and finish-coats product for each finish specified. If not identified within this schedule, refer to Finish Schedule on Drawings to locate specific surfaces to receive finishes specified.

1.8.2 Exterior Painting:

1.8.2.1 Steel, Iron, and Hollow Metal:

First Coat: Red Oxide Primer (unless shop primed), 1.6 mils. DFT.

Benjamin Moore Alkyd Metal Primer M06-20.
Kwal-Hanley 9210 Accu-Pro Rust-Inhibiting Primer
Sherwin Williams Kem Kromik Metal Primer, B50.
Dunn-Edwards Red Oxide Industrial Primer (IP520)

Two Coats: Alkyd semi-gloss enamel, 50%-60% on a 60-degree gloss meter, 2.0 mils. DFT.

Benjamin Moore DTM Alkyd Semi-Gloss Enamel M24.
Kwal-Hanley 4600 Accu-Pro Alkyd Semi-Gloss
Sherwin Williams Southwest Alkyd Semi-Gloss, B34WJ601.
Dunn-Edwards Syn-Lustro High Performance Alkyd Semi-Gloss Enamel (9 Series)

1.8.2.2 Mechanical Equipment, Piping, Conduits, Ductwork and Galvanized Metal:

Etching: Etch galvanized metals as specified above.

First Coat: Alkyd or Vinyl Primer, 2.0 mils DFT.

Benjamin Moore Acrylic Metal Primer M04
Kwal-Hanley 5810 Ambassador G-Prime Latex Metal Primer
Sherwin Williams Glavite, B50W3
Dunn-Edwards Galv-Alum, Quick Dry Galvanized/Aluminum Primer (QD43-7)

Two Coats: Alkyd Semi-Gloss Enamel, 50%-60% on a 60-degree gloss meter, 2.0 mils. DFT.

Benjamin Moore DTM Alkyd Semi-Gloss Enamel M24.
Kwal-Hanley 4600 Accu-Pro Alkyd Semi-Gloss
Sherwin Williams Southwest Alkyd Semi-Gloss, B34WJ601.
Dunn-Edwards, Syn-Lustro, High Performance Alkyd Semi-Gloss Enamel (9 Series)

1.8.2.3Concrete Masonry - Paint

First Coat: Acrylic Resin Block Filler, 10.0 mils DFT.

Benjamin Moore Moorcraft Super Craft Interior/Exterior Latex Block Filler 285.
Kwal-Hanley 5890 Accu-Pro Latex Block Filler
Sherwin Williams PrepRite Block Filler, B25W25.
Dunn-Edwards Concrete Block Filler Smooth (W315)

Two Coats: Latex Paint, 6%-10% on a 60-degree gloss meter, 1.4 mils. DFT.

Benjamin Moore Moorlite Latex House Paint 105.
Kwal-Hanley 6300 Accu-Pro 100% Acrylic Flat Latex.
Sherwin Williams Summit Flat Latex B3WJ596.
Dunn-Edwards Acri-Flat, 100% Acrylic Exterior Wood Stain & Masonry Flat Paint, (W704).

1.8.2.4Concrete Masonry - Water Repellent/Stain:

Two Coats Water repellent /Stain: OKON W-2 water-based waterproofing sealer as manufactured by OKON, Inc., Lakewood, Colorado.

Water repellent stain shall be achieved by mixing 100% acrylic emulsion type masonry paint with OKON W-2 in a ration of 4 to parts OKON W-2 to 1 part acrylic masonry paint, depending on the desired level of transparency. Do not increase paint content above 20 percent (1:4) Final color approved by Architect.

1.8.2.5Precast Concrete, Rock Walls and Stone Veneer - Sealer:

Two Coats: Okon W-1 Water Based Water Repellant Sealer (Distributed by Dunn-Edwards Paints and Kwal-Hanley.)

1.8.2.6Parking Striping:

Two Coats: Lead-Free, Alkyd Chlorinated Rubber Paint, or Latex Safety and Zone Marking Paint.
Dunn-Edwards VIN-L-STRIPE, Traffic Marking Paint (W801)
Set Fast Acrylic Waterborne Traffic Paint, TM226 White TM225 Yellow.
Kwal-Hanley Latex Striping Paint

5160 (White) TTP-1952-D Type II
5165 (White) TTP-1952-D Type II

1.8.2.7Wood, Transparent:

Two Coats: Semi-Transparent Exterior Stain, 150-250 sf/gal.

Benjamin Moore Moorwood Semi-Transparent Stain and Wood Preservative 070.
Kwal-Hanley 8609 Woodcraft Exterior Semi-Transparent Stain.
Sherwin Williams Semi-Transparent Wood Preservative Stain, A14T5.
OKON WEATHER PRO -Tinted (Dist. by Dunn-Edwards and Kwal-Hanley)

1.8.2.8Wood, Opaque:

One Coat: Exterior Wood Primer, 2.2 mils. DFT.

Benjamin Moore Moorcraft Super Spec Alkyd Exterior Primer 176.
Kwal-Hanley 9200 Accu-Pro Alkyd/Oil Wood Primer
Sherwin Williams A-100 Alkyd Exterior Wood Primer, Y24.
Dunn-Edwards APEX Exterior Alkyd Wood Primer (42-9)

Two Coats: Alkyd Base Semi-Gloss Enamel, 50%-60% on a 60-degree gloss meter, 2.0 mils. DFT.

Benjamin Moore DTM Alkyd Semi-Gloss Enamel M24.
Kwal-Hanley 4600 Accu-Pro Alkyd Semi-Gloss
Sherwin Williams Southwest Alkyd Semi-Gloss, B34WJ601.
Dunn-Edwards Syn-Lustro, High Performance Alkyd Semi-Gloss Enamel (9 Series)

1.8.3Interior Painting:

1.8.3.1Gypsum Board: Flat 3% on 60-degree gloss meter.

One Coat: Vinyl Acrylic Latex Primer, 1.4 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Primer/Undercoater 284.
Kwal-Hanley 0880 Pro-Finish Latex Sealer

Sherwin Williams PrepRite Hi-Build Primer Sealer, B28W601.
Dunn-Edwards Proseal, Interior Pigmented Sealer (W102)

Two Coats: Vinyl Acrylic Latex 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Flat 282.
Kwal-Hanley 1500 Accu-Tone Flat Latex
Sherwin Williams ProMar 400 Flat Latex B30W401.
Dunn-Edwards Interior Washable Latex Flat Paint (W6198)

1.8.3.2Gypsum Board: Satin.

One Coat: Vinyl Acrylic Latex Primer, 1.4 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Primer/Undercoater 284.
Kwal-Hanley 0880 Pro-Finish Latex Sealer
Sherwin Williams PrepRite Hi-Build Primer Sealer, B28W601.
Dunn-Edwards Proseal, Interior Pigmented Sealer (W102)

Two Coats: Satin Latex Enamel 25% - 35% on a 60-degree gloss meter, 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Eggshell Enamel 286.
Kwal-Hanley 1900 Series Pro-Finish Latex Satin Enamel.
Sherwin Williams ProMar 400 Latex Eggshell, B20W401.
Dunn-Edwards Latex Eggshell Paint (W5537)

1.8.3.3Gypsum Board: Semi-Gloss.

One Coat: Vinyl Acrylic Latex Primer, 1.4 mils. DFT.

Benjamin Moore Moorcraft Super-Hide Latex Primer/Undercoater 284.
Kwal-Hanley 0880 Pro-Finish Latex Sealer
Sherwin Williams PrepRite Hi-Build Primer, B28W601.
Dunn-Edwards Proseal, Interior Pigmented Sealer (W102)

Two Coats: Semi-Gloss Latex Enamel 50% - 60% on a 60-degree gloss meter, 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Semi-Gloss Enamel 283.
Kwal-Hanley 2300 Series Accu-Tone Latex Semi-Gloss Enamel
Sherwin Williams ProMar 400 Latex Gloss, B21W410.
Dunn-Edwards Pro-Crylic Semi-Gloss Enamel

1.8.3.4 Concrete and Concrete Masonry Units: Satin.

First Coat: Acrylic Resin Block Filler, 10.0 mils DFT.

Benjamin Moore Moorcraft Super Craft Interior/Exterior Latex Block Filler 285.
Kwal-Hanley 5890 Accu-Pro Latex Block Filler
Sherwin Williams PrepRite Block Filler, B25W25.
Dunn-Edwards Concrete Block Filler Smooth (W315)

Two Coats: Satin Latex Enamel 25% - 35% on a 60-degree gloss meter, 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Eggshell Enamel 286.
Kwal-Hanley 1900 Series Pro-Finish Latex Satin Enamel
Sherwin Williams ProMar 400 Latex Eggshell, B20W401.
Dunn-Edwards Latex Eggshell Paint W5537

1.8.3.5 Concrete and Concrete Masonry Units: Semi-Gloss.

First Coat: Acrylic Resin Block Filler, 10.0 mils DFT.

Benjamin Moore Moorcraft Super Craft Interior/Exterior Latex Block Filler 285.
Kwal-Hanley 5890 Accu-Pro Latex Block Filler
Sherwin Williams PrepRite Block Filler, B25W25.
Dunn-Edwards Concrete Block Filler Smooth (W315)

Two Coats: Satin Latex Enamel 25% - 35% on a 60-degree gloss meter, 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Semi-Gloss Enamel 283.
Kwal-Hanley 1900 Series Pro-Finish Latex Satin Enamel
Sherwin Williams ProMar 400 Latex Egg-Shell, B20W401.
Dunn-Edwards Latex Eggshell Paint (W5537)

1.8.3.6Ferrous Metals: Hollow metal doors, metal doorframes, borrowed light frames, exposed structure, non-galvanized piping and conduit.

First Coat: Red Oxide Primer, or Latex Metal Primer (unless shop primed), 1.6 mils. DFT.

Benjamin Moore Alkyd Metal Primer M06-20.
Kwal-Hanley 9210 Accu-Pro Rust-Inhibiting Primer
Sherwin Williams Kem Kromik Metal Primer, B50.
Dunn-Edwards Red Oxide Industrial Primer (IP520)

Two Coats: Latex or Alkyd semi-gloss enamel, 50%-60% on a 60-degree gloss meter, 2.0 mils. DFT.

Benjamin Moore Moorcraft Super Spec Alkyd Semi-Gloss Enamel 271.
Kwal-Hanley 4600 Accu-Pro Alkyd Semi-Gloss
Sherwin Williams Southwest Alkyd Semi-Gloss, B34WJ601.
Dunn-Edwards Syn Lustro High Performance Alkyd Semi-Gloss Enamel (9 Series)

1.8.3.7Galvanized Metals:

Etching: Etch galvanized metals as specified above.

First Coat: Acrylic Primer, 20 mils DFT.

Benjamin Moore Acrylic Metal Primer M04.
Kwal-Hanley 5810 Ambassador G-Prime Latex Metal Primer
Sherwin Williams PrepRite Anchor-Bond B51W50.
Dunn-Edwards Dalv-Alum, Quick Dry Galvanized/Aluminum Primer (QD43-7)

Two Coats: Latex or Alkyd Semi-Gloss Enamel, 50%-60% on a 60-degree gloss meter, 2.0 mils. DFT.

Benjamin Moore Moorcraft Super Spec Alkyd Semi-Gloss Enamel 271.
Kwal-Hanley 4600 Accu-Pro Alkyd Semi-Gloss
Sherwin Williams Southwest Alkyd Semi-Gloss, B34WJ601.
Dunn-Edwards Syn-Lustro High Performance Alkyd Semi-Gloss Enamel (9 Series)

1.8.3.8 Plumbing, Heating, Ventilating and Electrical Items: Exposed unpainted, prime coat painted, and insulated items, hangers, straps, junction boxes, ducts, etc., of plumbing, heating, air conditioning, and ventilating and electrical work shall be painted in finished spaces where exposed.

1.8.3.8.1 Insulated or Wrapped Work:

First Coat: Aluminum size to shrink canvas.

Benjamin Moore Wall Grip 203.

Two Coats: Semi-Gloss Latex Enamel 50% - 60% on a 60-degree gloss meter, 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Semi-Gloss Enamel 283.
Kwal-Hanley 2300 Series Accutone Latex Semi-Gloss Enamel.
Sherwin Williams ProMar 400 Latex Gloss, B21W410.
Dunn-Edwards Latex Semi-Gloss Enamel (W6160)

1.8.3.8.2 Non-Insulated Work:

Two Coats: Semi-Gloss Latex Enamel 50% - 60% on a 60-degree gloss meter, 1.3 mils. DFT.

Benjamin Moore Moorcraft Super Hide Latex Semi-Gloss Enamel 283.
Kwal-Hanley 2300 Series Accutone Latex Semi-Gloss Enamel.
Sherwin Williams ProMar 400 Latex Gloss, B21W410.
Dunn-Edwards Latex Semi-Gloss Enamel (W6160)

1.8.3.9 Finish "E" Epoxy - Gloss: At scheduled interior walls and ceilings of toilets and wet walls within janitor closets.

One Coat: Vinyl Acrylic Latex Primer, 1.4 mils. DFT., or waterborne Epoxy Primer.

Benjamin Moore Waterborne Epoxy Primer M08/MO9
Kwal-Hanley 0880 Pro-Finish Latex Sealer
Sherwin Williams PrepRite Hi-Build Primer B28W601.
Dunn-Edwards Proseal Interior Pigmented Sealer (W102)

(Finish "E" Epoxy - Gloss) Two Coats: Two Component Polyamide/Epoxy Resin Coating, 4.0 mils. DFT., or waterborne epoxy gloss finish.

Benjamin Moore Acrylic Epoxy Gloss Coating M43/M44.
Kwal-Hanley 3160 Water Epoxy Polyamide Coating
or 9100 Accu-Pro Epoxy Enamel (solvent)
Sherwin Williams Water-Base Catalyzed Epoxy.
Dunn-Edwards Waterborne Epoxy Enamel (W5748)

1.8.3.10 Wood, Transparent Finish:

First Coat: Stain if desired.

Benjamin Moore Benwood Penetrating Stain 234.
Kwal-Hanley 8709 WoodKraft Int/Ext Semi-transparent Stain.
Sherwin Williams Wood Classics Stain, A48.
Dunn-Edwards Stain seal Interior Wiping Oil Stain (V108)

Two Coats: Gloss Varnish 1.0 mils. DFT.

Benjamin Moore Benwood Urethane Gloss 428.
Kwal-Hanley Woodcraft Gloss Varnish
Sherwin Williams Wood Classics Polyurethane Varnish, A67.
Dunn-Edwards Decothane II Polyurethane Clear Gloss Finish (IP627)

1.8.3.11 Wood, Opaque Finish:

First Coat: Interior Latex or Alkyd Primer, 2.0 Mils. DFT.

Benjamin Moore MoorCraft Super Spec Alkyd Enamel Undercoater and Primer Sealer 245.
Kwal-Hanley 4200 Accu-Pro Fast Dry Alkyd Enamel Undercoater
Sherwin Williams PrepRite Problock Alkyd Primer B79W10.
Dunn-Edwards Super U-365 Interior Alkyd Enamel Undercoater (E22-1)

(Wood, Opaque Finish) Two Coats: Semi-Gloss Enamel 50% - 60% on 60 degree gloss meter, 2.0 mils. DFT.

Benjamin Moore MoorCraft Super Spec Alkyd Semi-Gloss Enamel 271
Kwal-Hanley 4600 Series Accu-Pro Alkyd semi-Gloss
Sherwin Williams Southwest Alkyd Semi-Gloss, B34WJ601.

Wellborn D.E. #90 Semi-Gloss Alkyd Enamel, 224100.

1.8.3.12 Intumescent Paint: At plywood telephone backer boards.

First Coat:

Benjamin Moore Moore's Alkyd Enamel Underbody 217
Kwal-Hanley 5860 Pro-Finish 100% Acrylic Primer Undercoater
Sherwin Williams A100 Latex Wood Primer B42W41.
Dunn-Edwards M-P Prime 100% Acrylic Multi-Purpose Primer (W713)

Two Coats:

Benjamin Moore Ironclad Retardo 220
Sherwin Williams Flame Control 2020

Fire coat 320 (Distributed by Dunn-Edwards Paints or Kwal-Hanley) or approved substitution.

1.8.4 For surfaces not indicated above, submit for approval paint schedules of the products of the above manufacturers, or other manufacturers for the various substrates as indicated on the drawings, or described in the specifications.

END OF SECTION

Project Manual

Volume 1

For

Job Order Contract for Mechanical & Electrical

September 10, 2008

CFB# I0061244-P

At

NEW MEXICO STATE UNIVERSITY

LAS CRUCES, NEW MEXICO

NM STATE UNIVERSITY

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All specifications not listed above are contained in the Technical Specifications for the Job Order Contract AND are contained in Volume 2 of the Contract Documents.

SECTION 00030

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

Separate sealed bids will be received by The Regents at its Central Purchasing & Risk Management Administration Office located in Building C, Academic Research Center, south entrance, on Standley Drive between Research Drive and Locust Street, in the Arrowhead Research Park on the Main Campus of New Mexico State University until **2:00 P.M.** (local time) on **September 10, 2008** The sealed bids will then be delivered to the Conference Room and then be publicly opened and read aloud. Bids received after this date and time will not be accepted, and will be returned to the Bidder unopened.

Pre Bid Conference
A pre bid conference will be held on **August 26, 2008 from 3:00 p.m. until 5:00 p.m. It is strongly recommended that potential bidders attend the pre-bid conference.** The purpose of the Pre Bid Conference is to discuss the JOC for Mechanical and Electrical concept, documents, and bid considerations. The training session will address JOC for Mechanical and Electrical from a contractor's viewpoint. The pre-bid conference will be held at the Office of Facilities, Planning, and Construction Conference Room at 1600 Wells Street, west of Locust Street on the Main Campus of NMSU.

Contract Documents Availability
Complete sets of Bidding Documents may be obtained from Central Purchasing and Risk Management, New Mexico State University, Academic Research Building, near the corner of Standley and Locust, Room 101, Las Cruces, New Mexico 88003, Telephone: (505) 646-1697. Complete sets may be obtained without deposit by licensed contractors. Please extend the courtesy of returning unused sets to Central Purchasing and Risk Management.

Contract documents consist of three (3) volumes. Volume 1 is the Project Manual and will be distributed in a hard copy. Volumes 2 and 3 are the Technical Specifications and Construction Task Catalog® and will be contained within a Compact Disk (CD) for review by computer.

Bidding Documents are available for inspection without charge at the following:

Builder's News & Planroom, 3435 Princeton N.E., Albuquerque, NM 87107, 505/884-1752, FAX: 505/883-1627
Construction Reporter, 1609 2nd St. N.W. Albuquerque, NM 87102, 505/243-9793 FAX: 505/242-4758
F W Dodge, 7500 Viscount Blvd., Suite C40, El Paso, TX 79925 915/778-5097 FAX: 915/775-4641
F W Dodge, 1615 Univ. Blvd. N.E. Albuquerque, NM 87102, 505/243-2817 FAX: 505/842-0231
CMD, 3351 Candelaria NE Suite D, Albuquerque, NM 87107, 505/881-8590 FAX: 505/881-2063

The Job Order Contract for Mechanical and Electrical
This Invitation for Bids is for a Job Order Contract for the disciplines of Mechanical and Electrical (JOC). A JOC is a competitively bid, firm fixed-priced, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. Contractors are bidding on a mark-up, not on a lump sum project cost. The Regents intends to enter into a JOC agreement with the successful bidder for the accomplishment of repair, alteration, modernization, rehabilitation, demolition and construction of infrastructure, buildings, structures, or other public works. Work will be accomplished by issuing a Job Order under the JOC. With the JOC concept, the Contractor furnishes all management, documentation, labor, materials and equipment needed to perform the work. The JOC awarded under this solicitation will have a minimum value of $0.00 and no maximum value. The term of the JOC contract is 12 months or the expenditure of the maximum value of the contract, whichever comes first, and includes one option period.

Proposals submitted by mail or any other means than personal delivery must be submitted sufficiently in advance of the bid opening to ensure delivery to the above address prior to the specified opening time. The Regents assume no responsibility for delay in delivery of the proposal either by the United States

ADVERTISEMENT FOR BIDS

Postal Service or by any other delivery means. Late bids or those sent by electronic means will not be accepted.

No Bidder will be deemed responsible if it has been debarred by The Regents, if in the preceding twelve months it has failed to perform any contract, or if Bidder's bonding company has been required to complete the work of a contract for Bidder. At the discretion of The Regents, the apparent low Bidder may be required to provide any documentation necessary to show bidder is in good standing, and not subject to debarment.

Prospective bidders must possess a valid GB98, MM98 or an EE98 license and must be willing and able to subcontract work to only licensed GB98, MM98, or EE98 licensed contractors.

Each Bidder shall deposit with its bid, a bid bond in the amount, form, and subject to the conditions provided in the Instructions to Bidders. A performance bond and a material and payment bond may be required on this project. Refer to Instructions to Bidders for specific requirements concerning bonds.

Contract Documents require that minimum wages to be paid to various classes of laborers and mechanics shall be based upon wages determined by the State Labor Commission in accordance with 13-4-11 NMSA 1978 Compilations.

Attention is directed to the fact that the New Mexico Statutes require that a Bidder who has a valid New Mexico Resident Bidder's Certification Number shall receive a 5% preference over a competing Bidder in determining low bid.

The Regents reserve the right to issue multiple contracts if it is deemed advantageous and in the best interest of NMSU.

Bidders are also advised that a schedule of liquidated damages is included in the Supplementary Conditions.

The Regents are not tax exempt on construction contracts.

A Bidder may not withdraw its bid for ninety (90) days after the actual date of the bid opening.

The Regents reserve the right to cancel this invitation for bids, to reject any or all bids in whole or in part, and to waive any or all informalities when The Regents determine it is in the best interest of the University.

The criminal laws of New Mexico prohibit bribes, gratuities and kickbacks (30-24-1 NMSA 1978; 30-24-2 NMSA 1978; 30-41-1 to 30-41-3 NMSA 1978).

It has been determined by the Central Purchasing & Risk Management Administration Office that some of the equipment or materials identified in the Bidding Documents may be required to interface with existing, and are considered proprietary. Therefore, substitutions of those items of equipment or materials will not be accepted.

* * * * *

REGENTS
NEW MEXICO STATE UNIVERSITY

SECTION 00050

SPECIAL NOTICE/BIDDERS CHECKLIST

SPECIAL NOTICE/BIDDER'S CHECKLIST
CFB# I0061244-P

TO PRECLUDE POSSIBLE ERRORS AND/OR MISINTERPRETATIONS, BIDDERS' ATTENTION IS CALLED TO THE FOLLOWING REQUIREMENTS FOR THIS BID. **THIS LIST IS NOT MEANT TO BE ALL-INCLUSIVE.** BIDDER SHOULD BE FAMILIAR WITH ALL OF THE BIDDING DOCUMENTS (see General Conditions 1.1.2).

1. **SPECIAL REQUIREMENTS:**
(Information on each item is included in other Bidding documents)

A) Brand name specified: Submittals for "prior approval of equals" are required by the due date set forth in Instructions to Bidders, Requirements for Prior Approval.

B) Compliance with New Mexico wage laws.

C) Liquidated damages are required for late completion.

D) A pre-bid conference will be held in the Office of Facilities Planning and Construction Conference Room, on Wells Street, west of Locust Street, **August 26, 2008, at 3:00 P.M.** (local time).

2. **BIDDING SUBMITTALS REQUIRED:**

A. SUBMITTALS REQUIRED TOGETHER WITH BID FORM

1. Bid Bond in the amount of **$5,000.00.**

B. SUBMITTALS REQUIRED — AT BIDDERS OPTION, EITHER TOGETHER WITH BID FORM OR UPON REQUEST FROM THE CENTRAL PURCHASING & RISK MANAGEMENT ADMINISTRATION OFFICE.

1. Corporate Resolution (if Corporation).
2. (Not Used)
3. (Not Used)
4. References/list of similar work performed (if required by other Bidding Documents).
5. Samples (if required by other Bidding Documents.)

3. **BIDDERS' CHECK LIST**

Failure of bidders to complete a Bid Form in accordance with all instructions provided is cause for Regents to **REJECT BIDS.** To assist you in furnishing a responsible bid, we have prepared this sample checklist for your use, prior to submitting the bid(s). **FAILURE TO COMPLY SHALL BE SUFFICIENT REASON TO REJECT BID.**

A. **BID FORM:** (Complete the following):

1. Name of Company on Page 1 and at top of each page of Bid Form.
2. Resident business preference Certification number (In-State Certification No.)

3. Authorized signature with name typed or printed.

4. New Mexico Contractors License Number.

5. Minimum Wage Act Registration Number, if Applicable

6. List subcontractors as required by Subcontractors Fair Practice Act.

7. Acknowledge addenda.

8. Bid amount written and enumerated. Bid amounts must be affixed in ink legibly or typewritten. Any corrections must be initialed by person making the corrections or by amendment prior to scheduled bid opening date.

B. **SUBMIT TOGETHER WITH BID FORM:**

1. Bid Bond in the amount of **$5,000** (A Bid Bond is the only acceptable Bid Security by The Regents).

2. At Bidder's option, other required documents, references, and samples may be submitted together with Bid Form. However, all required documents shall be submitted before contract is awarded.

C. **OTHER:**

1. Review and familiarization with Bidding Documents.

2. Bid submitted in sealed envelope with name of project **CFB# I0061244-P** and bid opening date and time, **September 10, 2008 at 2:00pm**, shown on the lower left corner of the envelope.

3. Some materials or equipment may be specified as "without substitution" when so approved by The Regents Central Purchasing and Risk Management Administration Office. (See Supplementary Conditions.)

SECTION 00100

INSTRUCTION TO BIDDERS

1. REQUEST FOR BIDS:

1.1 Regents of New Mexico State University, an Equal Employment Opportunity Employer, herein called the Regents, requests bids on the Job Order Contract.

1.2 Bids will be received until **2:00 P.M.** Local Time, on **September 10, 2008** at which time the bids shall be opened and read aloud in the office of the Director of Purchasing, in the Central Purchasing & Risk Management Administration Office located in Building C, Academic Research Center, south entrance, on Standley Drive between Research Drive and Locust Street, in the Arrowhead Research Park on the Main Campus of New Mexico State University, Las Cruces, New Mexico. All bids shall be received prior to this time.

1.3 The Regents may consider as informal any bid not prepared and submitted in accordance with the provisions hereof. The Regents may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time of the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. COMPLETION OF BID FORM

2.1 All bid proposals must be made upon the blank Bid Form attached hereto. Bidder shall insert bid factors on lines provided on the Bid Form for the parts of the Work described, both in written words and in figures. The Bid Form must be signed and acknowledged by the Bidder. In order to ensure consideration, bids should be enclosed in a sealed opaque envelope addressed to the Director of Procurement Services and Risk Management, Administration Office, Building C, Academic Research Center, Standley Drive between Research Drive and Locust Street, Arrowhead Research Park, Main Campus, New Mexico State University, Las Cruces, New Mexico 88003-0001. The name of the project, Job Order Contract for Mechanical and Electrical **CFB #I0061244-P**, the bid opening date, **September 10, 2008**, and time **2:00 P.M.** should be shown in the lower left corner of the envelope.

2.2 In case of a difference in written words and figures on the Bid Form, the amount stated in written words shall govern. It is the Bidder's responsibility to deliver its Bid Form at the proper time to the proper place. The mere fact that a Bid Form was dispatched will not be considered. The Bidder must have the Bid Form actually delivered.

2.3 If the Bidder is a Corporation, the signer must be an officer of the Corporation and a copy of the corporate resolution authorizing the officer to sign for the Corporation may accompany the bid or may be submitted at the time the contract is awarded.

2.4 Pre-Bid Conferences

Bidders are strongly urged to attend the pre-bid conference and may attend a pre-bid training session if so desired. The pre-bid conference will be held at the times and dates described in the Advertisement for Bids issued by Regents. Attendance at the pre-bid conference is **strongly recommended** and is held for the purpose of discussing the concept, documents and bid considerations.

2.5 Description of the Job Order Contract for Mechanical and Electrical Agreement.

1. This solicitation is for the award of a Job Order Contract for Mechanical and Electrical. Multiple Job Order Contracts may be awarded under this same solicitation. A Job Order contract is a competitively bid, indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, and construction of infrastructure, buildings, structures, or other real property. Work is accomplished by issuing fixed price Job Orders under the contract.

2. Minimum and Maximum Contract Values

a. The minimum contract value is the amount so stated by the Regents in the Supplementary Conditions subject to the availability of funds. The Contractor is guaranteed to receive Job Orders totaling at least the minimum amount so stated during the base contract period.

b. The estimated maximum contract value is the amount so stated by the Regents in the Supplementary Conditions. The Contractor may be issued Job Orders exceeding the maximum contract value during any contract period. However, the Contractor is not guaranteed to receive this volume of work. The Regents have no obligation to issue Job Orders in excess of the minimum contract value.

3. Contract Term

The term of this contract shall be one (1) year with an option to renew by mutual consent for one (1) additional one (1) year period.

4. Adjustment Factors

a. There are five adjustment factors for the contract. When preparing a proposal for an individual Job Order, the Contractor shall select the appropriate adjustment factor for each task.

b. The adjustment factors will be applied as follows:

1. Normal working hours for Main Campus in Las Cruces
2. Other than normal working hours for Main Campus in Las Cruces
3. Adjustment factor for Work at Branch Campuses and NMSU owned or controlled property in Northern New Mexico including but not limited to Grants, Farmington, and Gallup.
4. Adjustment factor for Work at Branch Campuses and NMSU owned or controlled property in Southern New Mexico including but not limited to Alamogordo and Carlsbad

Northern New Mexico is considered any NMSU owned or controlled property located north of Interstate 40. Southern New Mexico is considered any NMSU owned or controlled property located south of Interstate 40.

c. The Contractor shall perform the work described in the detailed scope of work referenced in each Job Order. Regents shall have the right to require the Contractor to perform work at any location listed in the Supplementary Conditions at the adjustment factors set forth herein.

d. The price of each Job Order shall be:

(1) the sum of the following calculation for each prepriced task: the unit price multiplied by the quantity of units multiplied by the appropriate adjustment factor; plus

(2) the total of all non-prepriced tasks.

3. WITHDRAWAL OF BID

3.1 Within ninety **(90)** days after the opening of the bid proposals, or for a longer length of time as agreed between Regents and Contractor, the Regents will act upon them. If not withdrawn

8.2 Procedural questions should be directed to Mike Abernethy, Director of Procurement Services and Risk Management, (Phone: [505] 646-2916; FAX: [505] 646-3736; E-Mail: mabernet@ab.nmsu.edu), whose decision shall be final.

9. LAWS AND REGULATIONS

9.1 The Bidder's attention is directed to the fact that all applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

9.2 A 5% in-state bidding preference shall be extended in this project. All preference certificates issued by the State of New Mexico Purchasing Agent must be current.

9.3 It shall be the sole responsibility of the prime Bidders requesting consideration for Resident Preference at bid openings to receive approval and a current certification number from the State of New Mexico Purchasing Agent, which must be INCLUDED ON THE BID FORM, prior to the bid opening. Requests for qualifications for Resident Contractor's Preference after bid opening shall not be considered even if that preference had already been issued by the Purchasing Agent.

9.4 In-State Vendors: Failure to secure above shall result in non-consideration of any preference for In-State Bidders.

9.5 Storm Water Control: Amendment to Federal Water Pollution Act prohibits the discharge of any pollutants from a point source unless discharge is authorized by a National Pollutant Discharge Elimination System permit. Phase II of the NPDES storm water program covers small construction activities disturbing 1 to 5 acres. Contractor(s) awarded contract(s) pursuant to these Bidding Documents shall comply with all regulations and requirements of Phase II including as follows: 1) Submission of a Notice of Intent; 2) Development and implementation of a Storm Water pollution prevention plan; 3) Applying and receiving a permit; and 4) Submission of Notice of Termination.

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder shall be presumed to have read and to be thoroughly familiar with the contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument, or document, shall in no way relieve any Bidder from obligation in respect of his bid.

11. TIMES FOR START AND COMPLETION OF CONSTRUCTION

Bidders must agree to commence work within ten (10) days of the date of receipt of the written notice to proceed for an individual Job Order by the Regents. **Note that liquidated damages are included for late completion. The Schedule of Liquidated Damages is shown in the Supplementary Conditions.**

12. REGENTS STANDARD FORM OF AGREEMENT

Regents Standard Form of Agreement, Section 00500, hereinafter referred to as "Agreement", and all documents incorporated in that Agreement will be used in the award of this contract. The successful Bidder shall execute this contract without changes with the exception of completion of any blanks that are required to be inserted as a result of the award of the bid. Bidder's Bid Bond shall guarantee Regents the proper execution of this agreement by the successful Bidder.

13. SECURITY FOR FAITHFUL PERFORMANCE

13.1 With, and for each Job Order Proposal greater than **$25,000.00**, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Job Order and for the payment of all persons performing labor on the Job Order and furnishing materials in connection with the Job Order under the proposed contract(s). For the purposes of determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

13.2 Construction Contract Performance Bond and Material and Payment Bond:

The Contractor shall deliver to the Regents the following bonds with each Job Order Proposal greater than **$25,000.00**:

1. A Performance Bond satisfactory to the Regents, in an amount equal to One Hundred Percent (**100%**) of the price specified in the Job Order Proposal; and

2. A Material and Payment Bond satisfactory to the Regents, equal to One Hundred Percent (**100%**) of the price specified in each Job Order Proposal that is greater than **$25,000.00**, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract.

13.3 Bonds shall be issued to The Regents and executed by a surety company authorized to do business in the State of New Mexico and approved by the Superintendent of Insurance of the State of New Mexico.

13.4 (Not used.)

13.5 Power of Attorney

Attorney-in-fact, who signed bid bonds or contract bonds, must file with each bond certified and effectively dated copy of their power-of-attorney.

14. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor and the subcontractor(s) working on contracts entered into subsequent to this bidding shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

SECTION 00300

BID FORM

Company Name_____ 525

BID FORM
CFB# I0061244-P

DATE:_____

CALL FOR BID # I0061244-P

Proposal of_____(hereinafter called Bidder) a corporation _____, partnership_____,or an individual_____.

TO: The Director of Procurement Services and Risk Management Administration Office
New Mexico State University
Las Cruces, New Mexico

1. The undersigned, having familiarized himself with the local conditions affecting the cost of the work, and with the Contract Documents, hereby proposes to serve as the Job Order Contractor for Mechanical and Electrical for The Regents as required by the Contract Documents, to perform everything required to be performed and to provide and furnish all of the labor, materials, tools, equipment, expendable and otherwise, and to perform and complete in a workmanlike manner and within the specified time the work required, all in accordance with the Contract Documents and unit prices adjusted as hereinafter set forth.

2. In submitting this bid it is understood by the bidder that if written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten **(10)** days after the contract is presented to him/her for signature.

3. The Bidder understands that The Regents reserve the right to reject any or all Bids, to waive minor informalities in any bid, to award the contract in the best interest of New Mexico State University.

4. Bidder acknowledges receipt of the following addendum/addenda):

_____

1. **Schedule of Prices:** For the Main Campus in Las Cruces and all Doña Ana Branch Campuses in Las Cruces, Gadsden, Sunland Park and the East Mesa Center, the undersigned agrees to perform all work required, necessary proper for or incidental to completing the work called for in each individual Job Order Notice to Proceed issued under this Job Order Contract using the Catalog of Construction Tasks and Technical Specifications and drawings incorporated herein with the following adjustment factors:

Normal Working Hours (Defined as 7:00 A.M. to 5:00 P.M. Mondays-Fridays): Undersigned shall perform all functions called for in the Contract Documents during normal working hours in the quantities specified in individual work orders against this contract for the unit price sum specified in the Catalog of Construction Tasks® (CTC) multiplied by the adjustment factor of:

1. **Normal Working Hours**

_____(Specify to four (4) decimal places)

Other Than Normal Working Hours (Defined as all hours not defined as normal hours above): Undersigned shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual work orders against this contract for the unit price sum specified in the Catalog of Construction Tasks® (CTC) multiplied by the adjustment factor of:

2. **Other Than Normal Working Hours**

_____(Specify to four (4) decimal places)

Additionally, for work to be completed at the branch campuses or NMSU owned or controlled property listed below, the above adjustment factors will be multiplied by the following factors:

3. For work at Branch Campuses and NMSU owned or controlled property in Northern New Mexico including but not limited to Grants, Farmington, and Gallup.

_____(Specify to four (4) decimal places)

4. For work at Branch Campuses and NMSU owned or controlled property in Southern New Mexico including but not limited to Alamogordo and Carlsbad

_____(Specify to four (4) decimal places)

Northern New Mexico is considered any NMSU owned or controlled property located north of Interstate 40. Southern New Mexico is considered any NMSU owned or controlled property located south of Interstate 40.

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be rejected.

1. **Basis of Contract Award**: The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following Award Formula. The factors have been weighted as follows:

Factor	
Normal Working Hours Main Campus	50%
Other than Normal Working Hours Main Campus	30%
Northern NM	10%
Southern NM	10%
Total	100%

AWARD FORMULA

Line 1.	Normal Working Hours Adjustment Factor	1._____
Line 2.	Multiply Line 1 by (.50)	2._____
Line 3.	Other than Normal Working Hours Adjustment Factor	3._____
Line 4.	Multiply Line 3 by (.30)	4._____
Line 5.	Adjustment for work Northern NM	5._____
Line 6.	Multiply Line 5 by (.10)	6._____
Line 7.	Adjustment for work Southern NM	7_____
Line 8.	Multiply Line 7 by (.10)	8._____
Line 9.	Add Lines 2, 4, 6 and 8. **(This is the total weighted, composite bid factor)**	9._____

2. The State of New Mexico In-State Bidder's Preference of 5% will apply to the total shown in line 10 of the Award Formula.
3. All Prices and information required on the Bid Form must be typewritten or written in ink.

Company Name_____

528

BID FORM
Call For Bid # I0061244-P

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDRESS OF FIRM:

_____

_____

_____

PHONE:_____

DATE:_____

RESPECTFULLY SUBMITTED:

_____

_____

BY:_____

TITLE:_____

NEW MEXICO CONTRACTOR'S LICENSE NUMBER_____

IN-STATE CERTIFICATION NUMBER_____

APPLICABLE MINIMUM WAGE ACT REGISTRATION NUMBER_____

LICENSE CLASSIFICATION(S):_____

EXPIRATION DATE:_____

TYPE OF COMPANY (check applicable type)

1. Corporation _____
2. Partnership _____
3. Sole Proprietorship _____
4. Other _____

END OF SECTION

SECTION 00500

AGREEMENT

AGREEMENT
CFB# I0061244-P

AGREEMENT
Between
REGENTS NEW MEXICO STATE UNIVERSITY
And
CONTRACTOR

This **AGREEMENT** is made effective this _____ day of _____. It is made between the **REGENTS OF NEW MEXICO STATE UNIVERSITY**, as **REGENTS**, and_____, whose address is _____, and whose License Number with the State of New Mexico is _____, as **CONTRACTOR**. The Project is a Job Order Contract for Mechanical and Electrical. The Project Architect is_____
_____

The **Regents** and the **Contractor** agree as set forth below.

1. THE CONTRACT DOCUMENTS
The term "Contract Documents" shall mean the Agreement, General Conditions, Supplementary Conditions, completed Bid Form, Drawings, Specifications, state and federal wage rate determinations as applicable, and authorized Addenda and Change Orders. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. Any additional Contract Documents are identified as follows: Volume 2 the Technical Specifications and Volume 3 the Construction Task Catalog®.

2. THE WORK

The **Contractor** shall perform all Work required by the Contract Documents for the Job Order Contract.

3. TIME OF COMMENCEMENT

The starting date of the Work to be performed under this Contract shall be within ten (10) days of the date of the Notice to Proceed and the Contractor agrees to fully complete the work authorized under each individual notice to proceed issued on or before the completion date agreed to in said notice to proceed. The Parties acknowledge that it is difficult to determine Actual Damages, should Contractor fail to perform by the date(s) specified in the Contract Documents, and further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature. Liquidated Damages may be assessed to the Contractor at the Regents' discretion as described in the Supplementary Conditions.

4. CONTRACT SUM
The Contract is an indefinite quantity contract for the repair and/or construction of the items specified with no minimum order amount. Likewise there is no estimated maximum amount that may be ordered during the

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base period of the contract or during the option period of the contract.

5. PAYMENT AND FINAL PAYMENT

Final payment shall be made in accordance with the General Conditions. In addition, payments applicable to this agreement will be made as shown in the paragraph checked below.

a) LUMP SUM - to be paid the full amount of contract at the completion of the work.

b) PROGRESS PAYMENTS: 100% per month of Work completed -Based upon Applications for payment submitted to the Project Architect and the Regents' Representative for Contract management (RRCM) by the Contractor and Certificates for Payment issued by the RRCM, the Regents shall make progress payments to the Contractor as provided in the Contract Documents for the period of construction work ending the last day of the month as follows:

Not later than twenty-one (21) days following the RRCM's issuance of Certificate of Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and one hundred percent (100%) of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, and for Schedule of Values items, for the period covered by the Application for Payment.

Regents shall not withhold retainage.

c) Other: _____

REGENTS OF NEW MEXICO STATE UNIVERSITY

BY: _____

_____

_____

CONTRACTOR:

BY: _____

Signature _____

_____
Name/Title

_____
Phone/Fax

SECTION 00700

GENERAL CONDITIONS

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REGENTS
NEW MEXICO STATE UNIVERSITY
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

JULY 20, 2001 EDITION

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1. GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 The term "Contract Documents" shall mean the Agreement, General and Supplementary Conditions, completed Bid Form, Drawings, Specifications, and authorized Addenda and Change Orders.

1.1.2 The term "Bidding Documents" shall mean all of the Contract Documents, Advertisement for Bids, Instructions to Bidders, and other information provided for the purpose of preparation of bids for performance of the Work.

1.1.3 The term "Contract" shall mean this Contract, entered into by virtue of these complete Bidding Documents. The term "contract(s)" shall mean any other contract(s), separate and distinct from this Contract.

1.1.3.1 The term "Contract Sum" shall mean the dollar amount stated in the Agreement, or that amount as modified by Change Order, including the Base Bid, awarded Bid Lots, Additive Alternates, and applicable Unit Prices as stated in the Bid Form.

1.1.4 The term "Addendum" or "Addenda" shall mean a change or changes to the Bidding Requirements and Contract Documents issued by the Architect prior to bid opening.

1.1.5 The term "Change Order" shall mean a written order from the Architect to the Contractor issued after execution of the Contract authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time, and, which when fully executed, shall be signed by the Contractor, the Architect, and the Regents, or their respective representatives.

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

1.1.7 "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.8 "Notice to Proceed" shall mean written notice to the Contractor from the Regents' representative(s) to begin performance of the Work required by the Contract Documents.

1.1.9 Unless otherwise provided, the "Contract Time" is the period of time allotted in the Contract Documents from date of Notice to Proceed to Substantial Completion of the Work, including authorized adjustments thereto.

1.1.10 The actual date of "Commencement" of the Work shall not be later than ten (10) days after the date of receipt of Notice to Proceed.

1.1.11 The actual date of "Substantial Completion" of the Work or designated portion thereof is the date certified in writing by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Regents can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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

1.1.13 The term "New Mexico Gross Receipts Tax" or "NMGRT" as used in the Contract Documents, in Applications for Payment, and in Certificates for Payment shall be defined as including all applicable Local Options Taxes.

1.1.14 "Drawings" and "drawings" shall be any plans, details, sections, elevations, and other drawings under title of this project.

1.1.15 "Specifications" shall mean the written, qualitative requirements for products, materials, and workmanship, as well as written procedural and administrative requirements of the Work. All Sections of Divisions 1 through, and including Division 16, are Specifications.

1.1.16 "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.

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

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

1.1.19 The terms "approved" and "directed" shall mean as approved and directed by the Architect.

1.1.20 "Best", "good" and "proper" shall signify the best possible and most workmanlike manner and using the best materials known to the trade.

1.2 INCORPORATION OF DOCUMENT

1.2.1 The Supplementary Conditions, Division 1 - General Requirements, Notice to Proceed, and the Technical Specification Sections of Divisions 2 through 16, are incorporated into these General Conditions.

1.2.2 The General Conditions and Supplementary Conditions of the Contract, and Division 1 Sections apply to all other Divisions and Sections of the Specifications.

1.2.3 In the event of contradiction, these General Conditions shall take precedence over requirements of the Specifications and Drawings.

1.2.4 Titles to divisions and paragraphs in the specifications are made for convenience only, and are not to be taken as a correct separation of units of labor, materials and subcontracts. No responsibility is assumed by the Regents or Architect for the omission or duplication made by the Contractor or sub-contractors.

1.2.5 The Drawings and Specifications are complementary each to the other and what is called for by one shall be as binding as if called for by both. Where conflicting, Specifications shall take precedence over Drawings and large scale Drawings and Details shall take precedence over small scale Drawings.

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1.2.6 If any error, omission or inconsistency in the Drawings or Specifications is discovered, it must be brought to the attention of the Project Architect immediately for interpretation. In general, in case of any discrepancy, the better quality and/or larger quantity shall be required.

1.3 SITE VISIT

By executing the Contract, the Contractor represents that the site has been visited, the Contractor is familiar with the local conditions under which the Work is to be performed, and the Contractor has correlated observations with the requirements of the Contract Documents.

2. ARCHITECT

2.1 DEFINITIONS

2.1.1 The "University Architect" is the person lawfully licensed to practice architecture in New Mexico and employed by the Regents as its immediate representative for planning, design, construction and related projects. The University Architect may also function as the Project Architect for in-house and other projects.

2.1.2 The "Project Architect" is a person lawfully licensed to practice architecture in New Mexico, or an entity lawfully practicing architecture in New Mexico who is employed by the Regents as its representative for the particular Project identified in the Contract Documents.

2.1.3 When used alone and without further modification, the term "Architect" shall mean the Project Architect, or the Project Architect's designated representative. Frequently in the technical specifications, the Architect is referred to as the Engineer. In those instances, the term Engineer shall mean the Project Architect or his representative. This reference to Engineer is for managing the Project only.

2.1.4 In case of the termination of the employment of the Project Architect, the Regents, in conjunction with the University Architect will appoint a Project Architect whose status under the Contract Documents shall be that of the former Project Architect. The University Architect may be designated as the Project Architect.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

2.2.3 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform the functions of the Contract Documents.

2.2.4 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will make recommendations to the Regents' Representative for Contract Management (herein also referred to as RRCM) for determination of the amounts owing to the Contractor. Without abrogating any

of the duties and responsibilities assigned by law to the Architect of Record, the RRCM will make final determinations and will issue Certificates for Payment in such determined amounts.

2.2.5 The Architect will be the interpreter of the construction requirements.

2.2.6 The Architect will have authority to reject Work, which does not conform to the Contract Documents. The Architect will have authority to require special inspecting and testing of the Work.

2.2.7 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.8 The Architect will prepare Change Orders in accordance with Regents policy, and as provided elsewhere in this Document.

2.2.9 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the University Architect for the Regents' review written warranties and related documents required by the Contract and assembled by the Contractor, and will advise the Regents' Representative for Contract Management regarding the issuance of a final Certificate for Payment upon compliance with the requirements as specified elsewhere in this document.

3. REGENTS

3.1 DEFINITION

The term "Regents" means the Regents of New Mexico State University, a body corporate and public, and it is the Owner of the Project. The term "Owner", as used in the technical specifications sections of the Contract Documents refers to Regents.

3.2 INFORMATION AND SERVICES REQUIRED OF THE REGENTS

3.2.1 Information or services under the Regents' control shall be furnished by the Regents with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.3 Normally, the Regents' may forward instructions to the Contractor through the Architect.

3.4 REGENTS' RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work or, if in the opinion of the Regents' representative fails to carry out the Work in accordance with the Contract Documents, the Regents may by written order direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. This right of the Regents to stop the Work shall not give rise to any duty on the part of the Regents to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required elsewhere in these Conditions.

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3.5 REGENTS' RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or fails, in the opinion of the Regents' representative, to carry out the Work in accordance with the Contract Documents (within seven days after written notice from the Regents' representative) to commence and continue correction of such default or neglect with diligence and promptness; the Regents may require Contractor to make good the cost of correcting the deficiencies. Seven days following additional written notice to the Contractor and without prejudice to any other remedy, the Regents may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to the Regents.

4. CONTRACTOR

4.1 DEFINITION

The Contractor is the Bidder whose bid is accepted by Regents and with whom a written contract is entered. The term "Contractor" means the Contractor or its authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission it may discover. The Contractor shall not be liable to the Regents or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no work outside the scope of the Contract Documents.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor 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 Regents for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor or with a Subcontractor or supplier.

4.3.2 The Contractor shall at all times enforce strict discipline and good order among the employees. Any employee shall be skilled in the task assigned.

4.3.3 Unless otherwise agreed between the Regents and Contractor in writing, Contractor is ultimately responsible for the performance of the Work.

4.4 LABOR AND MATERIALS

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, proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.5 WARRANTY, GUARANTEE, WORKMANSHIP, MATERIALS

4.5.1 All Work shall be warranted and guaranteed against faulty materials and workmanship for a period of not less than one year from date of Substantial Completion of the whole Work by the Prime Contractor. Work by sub-contractors substantially completed before Substantial Completion by the Prime Contractor shall carry additional warranties through Substantial Completion by the Prime Contractor. All suppliers and sub-contractors shall be required by their respective contractors to provide this warranty and guarantee to the Regents.

4.5.2 Equipment shall bear the manufacturer's standard warranty in addition to Contractor's one-year materials guarantee and workmanship warranty.

4.5.3 Unless specified for a longer time period, roofing shall bear not less than the manufacturer's ten-year (10) no-dollar-limit warranty in addition to Contractor's materials guarantee and workmanship warranty. Contractor or his listed roofing Subcontractor shall be approved by the roofing product or system manufacturing company for application of their product.

4.5.4. Unless specified for a longer time period, carpet shall bear not less than the manufacturer's ten-year (10) warranty in addition to Contractor's materials guarantee and workmanship warranty.

4.5.5 Workmanship shall conform with industry standards and shall be executed by experienced, skilled and competent craftsmen. Materials shall be best grade, new and/or as specified. Upon acceptance of the project, all brochures, manuals, and operating procedures of equipment shall be turned over to the Regents.

4.5.6 In the event of contradiction concerning warranties and guarantees, these General Conditions shall take precedence over requirements of the Specifications and Drawings. Warranties and guarantee requirements in the technical specifications for specific items shall apply only to the items of those specifications.

4.6 STANDARD, EQUALS, SUBSTITUTES, SUBMITTALS

4.6.1 Materials and equipment specified by manufacturer, name or number, shall be considered as establishing standards for Work. No substitute materials or equipment shall be used except by approval of the Architect. Proposed substitute materials and/or equipment shall be equal in size, grade and quality, and the Architect shall be the only judge of the suitability for use in the Work.

4.6.2 Unless otherwise specified, after award of the Contract and Notice to Proceed, Contractor shall make submittals of Product Data and Samples.

4.6.3 When a trade name is specified it shall be standard. The Contractor shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

4.6.4 The Regents will not bind the Architect to consider requests for approval of any material, apparatus or appliance after the expiration of 45 days after notification to begin work if in the opinion of the Regents/Architect such request would cause delay due to either (1) time necessary to investigate and study requested substitutions or (2) time necessary to order materials/equipment.

4.6.5 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 Regents or any separate contractor, all Shop

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Drawings, Product Data and Samples required by the Contract Documents.

4.6.6 By approving and submitting suppliers' and Subcontractors' Shop Drawings, Product Data and Samples, the Contractor has verified that such submittals comply with the requirements of the Contract Documents.

4.6.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or samples as provided elsewhere in this Document unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for submission of Shop Drawings, Product Data or Samples for review by the Architect.

4.6.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.6.9 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect. All such portions of the Work shall be in accordance with approved submittals.

4.7 MANUFACTURER'S DIRECTIONS

All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless otherwise specified, or directed by the Architect.

4.8 DEFECTIVE PERFORMANCE

All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of workmanship, materials and equipment.

4.9 PERMITS, FEES AND NOTICES

4.9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all 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 bid is awarded.

4.9.2 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.

4.9.3 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 believes any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the University Architect, the Project Architect and the Director of Purchasing in writing, and any necessary changes shall be accomplished by appropriate modification. If the appropriate University representative determines that the Contract Documents are not at variance with applicable laws, statutes, building codes and regulations, and so directs, the Contractor shall continue performance of the Work in accordance with

the Contract Documents.

4.9.4 If the Contractor performs any Work having reason to believe it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the University Architect, the Project Architect and the Director of Purchasing, the Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.9.5 Testing and sampling fees and responsibility for testing and sampling fees are covered elsewhere in this document.

4.10 SUPERINTENDENT

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. To the extent practicable Contractor shall maintain a written log of communication that the Contractor reasonably believes to be important.

4.11 PROGRESS SCHEDULE AND SCHEDULE OF VALUES

4.11.1 The Contractor, within ten (10) days of the date of Notice to Proceed, shall prepare and submit for the Regents and Architect's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Work required by the Contract Documents, and shall provide for the expeditious execution of the Work.

4.11.2 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the Work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

4.11.2.1 The Schedule of Values shall include a line item for Project Closeout Requirements. Additionally, the Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Owner and Contractor.

4.12 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Regents one record copy of all Drawings, Specifications, Addenda, approved Shop Drawings Product Data and Samples, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction. These records shall be made available to the Regents at all times during the term of the Work. A legible copy of as-builts or record documents shall be delivered to the Architect upon completion of the Work.

4.13 USE OF SITE

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

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4.14 CUTTING AND PATCHING OF WORK

4.14.1 Unless otherwise specified, 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 Regents or the work of any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Regents or any separate contractor except with the written consent of the Architect.

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 the operation. At completion of the work, the Contractor shall have removed all of the waste materials and rubbish from and about the Project and all tools, construction equipment, machinery and surplus materials. Any waste materials and rubbish defined as hazardous or requiring specific disposal requirements under any law, ordinance, or regulation shall be disposed of in accordance with the applicable law, ordinance or regulation.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the Regents may do so and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

Except as provided in the Contract Documents, the Contractor shall forward all communications to the Regents through the Architect unless directed otherwise in writing by the Regents representative. The Contractor shall respond immediately to requests made of it by the Director of Purchasing directly to the Director of Purchasing and by the University Architect to the University Architect.

4.17 ROYALTIES AND INFRINGEMENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any intellectual property rights including patent, copyright, and trademark rights, and shall save the Regents harmless from loss on account thereof, except that the Regents shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the information is promptly given to the Architect and the Director of Purchasing.

4.18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Regents and its 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. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Contract Documents.

5. SUBCONTRACTORS

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. The term Subcontractor does not include any contractor under a separate contract with Regents or its 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. The term Subcontractor means a Sub-subcontractor or an authorized representative thereof.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 All Subcontractors shall enter into a written agreement with the Contractor providing for the performance of the work to be performed. That agreement shall incorporate by reference this Contract and shall require the Subcontractor to comply with the Contract Documents to the extent of the work to be performed by that Subcontractor. Further, each Subcontractor shall incorporate the Contract Documents and the agreement with the Contractor into any sub-subcontract for performance of work on the project.

5.2.2 In the event the Contractor desires to perform in-house Work of a listed Subcontractor, add a Subcontractor, or replace a Subcontractor listed on the Bid Form; Regents must first consent to the substitution in accordance with the Subcontractors Fair Practice Act. Any costs incurred by Regents because of Contractor's failure to comply with the Subcontractors Fair Practice Act shall be paid by Contractor, and may be deducted from any amount due it, together with reasonable attorney's fees.

5.2.3 Requests for consent of Regents to substitute Subcontractors, or to perform In-house Work of a Subcontractor, shall be submitted to Regents' designated representative, the Director of Purchasing, New Mexico State University, Box 30001, Department 3890, Las Cruces, New Mexico 88003-0001.

6. WORK BY REGENTS OR BY SEPARATE CONTRACTORS

6.1 REGENTS RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Regents reserve the right to perform work related to the Project with its own forces, or to permit contractors of the bonding company to complete the Work, or 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 Regents, such claim shall be made as provided elsewhere in the Contract Documents.

6.1.2 The Regents will provide for the coordination of the work of their own forces and of each separate contractor with the Work of the Contractor. The Contractor shall cooperate with the Regents.

6.2 SEPARATE AND OTHER CONTRACTORS

This Contractor shall cooperate with all separate contractors with whom the Regents shall have contracted for on this entire Project.

6.3 MUTUAL RESPONSIBILITY

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6.3.1 The Contractor shall afford the Regents and separate contractors reasonable space 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. Under no circumstances shall the Regents be liable for off-site storage space.

6.3.2 If any part of the Contractor's Work depends upon proper execution or results of the work of the Regents or of any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable. Failure of the Contractor so to report shall constitute an acceptance of the Regents or separate contractors' work as fit and proper to receive its Work, except as to defects, which may subsequently become apparent in such work by others.

6.3.3 Any costs caused by defective or improperly scheduled work shall be borne by the party responsible therefore.

6.3.4 Should the Contractor cause damage to the work or property of the Regents or to other work on the site, the Contractor shall promptly remedy such damage.

6.3.5 Should the Contractor 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 the Regents on account of any damage alleged to have been caused by the Contractor, the Regents shall notify the Contractor who shall defend such proceedings at the Contractors expense, and if any judgment or award against the Regents arises there from, the Contractor shall pay or satisfy it and shall reimburse the Regents for all attorneys' fees and court costs which the Regents have incurred.

6.4 REGENTS RIGHT TO CLEAN UP

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the Regents may clean up and charge the cost thereof to the Contractors.

7. MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW OF THE STATE OF NEW MEXICO

7.1.1 The Contract shall be governed by the law of the State of New Mexico. All applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

7.1.2 The criminal laws of New Mexico prohibit bribes, gratuities and kickbacks (30-24-1 NMSA 1978; 30-24-2 NMSA 1978; 30-41-1 to 30-41-3 NMSA 1978).

7.1.3 New Mexico Retainage Act. Effective June 15, 2001, New Mexico adopted a "Retainage Act." Contractor and its subcontractors shall comply with all applicable provisions of the Retainage Act (including without limitation payment provisions therein) and shall ensure that their construction contracts comport with the provisions of the Act.

7.2 PAYMENT OF TAXES

7.2.1 Contractor shall be required to pay applicable New Mexico Gross Receipts Tax on the total contract amount, including any increases in taxes, which may become effective after the contract is executed.

7.2.2 Applicable New Mexico Gross Receipts Tax on the bid amount shall be shown as a separate amount on each billing or request for payment made under any Contract that may be made as a result of this bid.

7.2.3 The Regents shall pay New Mexico Gross Receipts Tax on all amounts due the Contractor under this Contract, not to exceed the effective rate of the municipality or county in which the project is constructed. Regents shall pay the Contractor any additional New Mexico Gross Receipts Tax that may become effective in the municipality or county where the construction project is located after the contract has been entered into.

7.3 EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor(s) and Subcontractor(s) working on this contract shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions, or privileges of employment, or because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status. Breach of this covenant may be regarded as a breach of the contract.

7.4 SUCCESSORS AND ASSIGNS

The Contractor binds itself, its partners, successors, assigns and legal representatives to the Regents in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract in whole or in part. The Contractor shall not assign any moneys due or to become due to it hereunder. The Regents shall not give any effect to assignment of monies due except only as directed by a court having jurisdiction over the Regents.

7.5 WRITTEN NOTICE

Except regarding the Notice to Proceed, written notice shall be deemed to have been duly served if delivered in person to the Contractor or Contractor's representative or by prepaid mail to the firm or entity or to an officer of the corporation for whom it was intended. If sent by certified mail, it is not necessary that the Contractor receive notice once it has been mailed.

7.6 CLAIMS FOR DAMAGES

7.6.1 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 its employees, agents or others for whose acts the Contractor 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. If damage occurs to the Contractor, a notice to the Regents shall be given in the manner and within the time set forth in the New Mexico Tort Claims Act.

7.6.2 If the Contractor defaults or fails, in the opinion of the Regents' representative, to carry out the Work in accordance with the Contract Documents and within seven days after written notice from the Regents' representative fails to commence and continue correction of such default or neglect with diligence and promptness; the Regents may require Contractor to make good the cost of correcting the deficiencies.

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Seven days following additional written notice to the Contractor and without prejudice to any other remedy, the Regents may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to the Regents.

7.7 RIGHTS AND REMEDIES

7.7.1 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.

7.7.2 No action or failure to act by the Regents, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract. Any acquiescence, or breach thereunder, except as may be specifically agreed in writing, shall not constitute such a waiver.

7.7.3 In the event that the Contractor is in default or violation of this contract and the Regents employs attorneys or incurs other expenses that it may deem necessary to protect its rights under this Contract, the Contractor shall pay reasonable attorney's fees and expenses so incurred by Regents.

7.8 LIQUIDATED DAMAGES AS A RESULT OF DELAY BY CONTRACTOR

7.8.1 Though not to be the Regents' only remedy, Liquidated Damages in the amount specified in the Contract Documents and agreed to per day for failure to complete Work in time specified shall be due the Regents from the Contractor, as provided in the Contract Documents.

7.8.2 Parties to this Contract acknowledge that it is difficult to determine actual damages, should Contractor fail to perform by the date(s) specified in the Contract Documents. Parties further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature.

7.9 TESTS

7.9.1 If the Contract Documents, the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests, or approvals.

7.9.2 Notwithstanding the foregoing paragraph, if the Architect determines that any Work requires special inspection, testing, or approval, he will, upon written authorization from the Regents, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give timely notice. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof including compensation for the Architect's additional services made necessary by such failure; otherwise the Regents shall bear such costs, and an appropriate Change Order shall be issued.

7.9.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Architect.

7.9.4 The Architect may from time to time observe the inspections, tests or approvals required by the

Contract Documents, where practicable, at the source of supply.

8. COMMENCEMENT AND PROGRESS

8.1 TIME

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

8.1.2 The Contractor shall be required to commence Work under this Contract not later than ten (10) days after the date of the Notice to Proceed. It shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Regents or the Architect, or by any employee of either, or by any separate contractor employed by the Regents, or by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseen, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Regents or by any other cause which the Regents grant, may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Regents may determine.

8.2.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise, it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.2.3 This Paragraph shall not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

9. PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

9.2.1.1 The Schedule of Values shall include a line item for Project Closeout Requirements. Additionally, the Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Owner and Contractor.

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9.3 APPLICATIONS FOR PAYMENT

9.3.1 Within twenty-one (21) days of the date for each progress payment, the Contractor shall submit to the Architect and the Regents' Representative for Contract Management a correct, itemized, undisputed Request or Application for Payment, notarized, supported by the current schedule of values statement and such other data substantiating the Contractor's right to payment as the RRCM and the Architect may require, as provided elsewhere in the Contract Documents. Payment of any corrected, re-submitted, and approved Application for Payment shall be within twenty-one (21) days following the re-submittal date of the application.

9.3.2 The period of construction Work covered by each Application for Payment is the calendar month within which the Application for Payment is made. Application for Payment should be received on or before the twenty-fifth, (25th) day of the construction period, and the progress payment will be made thereafter in accordance with the Retainage Act.

9.3.3 Unless otherwise provided in the Contract Documents, payments will be made for materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Regents, payments may similarly be made for materials or equipment suitably stored at some other location, upon compliance with the following requirements:

9.3.3.1 Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Regents to establish the Regents title and access to such materials or equipment or otherwise protect the Regents interest.

9.3.3.2 Payments for materials or equipment stored off-site and not in a bonded warehouse shall only be made to the Contractor if a Financing Statement and Security Agreement approved by the Regents is properly signed and filed. The Regents may impose other conditions it determines appropriate prior to payment.

9.3.4 The Contractor shall warrant that title to all Work, materials and equipment covered by an application for payment will pass to the Regents 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 interests or encumbrances.

9.3.5 Contractor shall timely pay Subcontractors and laborers. The Regents, in its sole discretion, may issue joint checks to a governmental agency, the courts and/or Subcontractors and suppliers.

9.3.6 The Regents shall have no obligation to pay or to see to the payment of any monies to any individuals, laborers, Subcontractors, suppliers, or any entity entitled to payment, except the Contractor.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, after the receipt of the Contractor's Application for Payment, make recommendations to the Regents' Representative for Contract Management for determination of the amounts due the Contractor. The RRCM will either issue a Certificate for Payment, with a copy to the Contractor, for such amount as RRCM determines is properly due, or notify the Contractor in writing the reasons for withholding a Certificate.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the RRCM based on the

Architect's observations at the site and the data comprising the application for payment, that the Work has progressed to the point indicated; that, to the best knowledge, information and belief of the Architect and the RRCM, the quality of the work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. However, by the RRCM issuing a Certificate for Payment, the Architect shall not be deemed to represent that Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the RRCM has issued a Certificate for Payment, and to the extent approved by the RRCM, the Contractor shall be paid as provided in the Contract Documents. Payments will be made not later than twenty-one (21) days following issuance of Certificate of Payment by the RRCM. In no case shall the Regents be bound to make payment before twenty-one (21) days following issuance of Certificate for Payment by the RRCM.

9.5.2 Where performance bonds of 50% of the contract price are provided, Contractor shall not be entitled to be paid more that 50% of the Work performed until Final Completion is achieved and any Schedule of Values shall provide that the final 50% of the contract price shall not be due and payable until such time final completion is achieved.

9.5.3 Retainage shall not be withheld.

9.5.4 The Contractor shall promptly pay each Laborer, Subcontractor, and Supplier upon receipt of payment from the Regents. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Laborers, Sub-subcontractors, and Suppliers, in similar manner.

9.5.5 The Architect may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.6 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Regents, shall constitute an acceptance of any work not in accordance with Contract Documents.

9.6 PAYMENTS WITHHELD

The Regents' Representative for Contract Management may decline to certify payment and may withhold a Certificate in whole or in part, to the extent reasonably necessary to protect the Regents. If the opinion of the Architect and the RRCM renders them unable to make representations to the Regents as provided elsewhere in this Document, the Architect and RRCM will notify the Contractor. If the Contractor and the RRCM cannot agree on a revised amount, the RRCM will promptly request a Certificate for Payment from the Contractor for the amount for which the RRCM is able to make such representations to the Regents. Not withstanding the foregoing, the Regents may make partial payment. The RRCM may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, with recommendations of the Architect 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 Regents from loss because of: 1) Defective Work not remedied; 2) Third party claims filed or reasonable evidence indicating

probable filing of such claims; 3) Failure of the Contractor to make payments properly to Subcontractors 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 Regents or another contractor; 6) Reasonable evidence that the Work will not be completed within the Contract Time; 7) Persistent failure to carry out the Work in accordance with the Contract Documents; or 8) Any other condition or event which may cause loss to Regents.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Regents, is substantially complete as defined elsewhere in this Document, the Contractor shall call for an inspection by the Architect.

9.7.2 When the Architect on the basis of inspection determines that the Work or designated portion thereof is substantially complete, the Architect will prepare a punch list of items to be completed or corrected, and a Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Regents and the Contractor for their written acceptance of the responsibilities assigned to them. Substantial Completion is not effective until accepted in writing by the RRCM.

9.7.3 The Architect's omission of any items on such punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.7.4 The Certificate of Substantial Completion shall establish the Date of Substantial Completion. The Architect shall state in writing the responsibilities of the Regents and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete or correct the items listed in the punch list.

9.7.5 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.

9.7.6 Upon substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the RRCM, the Regents shall make payment for such Work or portion thereof, as provided in the Contract Documents.

9.8 FINAL COMPLETION AND PAYMENT

9.8.1 The Contractor shall give written notice to the Architect when the Work is ready for final inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly advise the RRCM to issue a final Certificate for Payment.

9.8.2 The final payment shall not become due until the Contractor submits through the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, (2) and other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of liens and release of surety arising out of the Contract, to the extent and in such form as may be designated by the Regents. If any Subcontractor refuses to furnish a release or waiver, the Contractor may furnish a bond satisfactory to the Regents to indemnify it against any

such claims. If any such claim remains unsatisfied after all payments are made, the Contractor shall refund to the Regents all monies that the latter may be compelled to pay in discharging such claim including all costs and reasonable attorneys' fees.

9.8.3 The making of final payment shall constitute a waiver of all claims by the Regents except those arising from: 1) Unsettled claims; 2) Faulty or defective Work; 3) Failure of the Work to comply with the requirements of the Contract Documents, or 4) Terms of all warranties required by the Contract Documents.

9.8.4 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.

9.9 APPLICATION FOR FINAL PAYMENT

9.9.1 The Contractor shall submit a final application for payment upon completion of the project including all punch list items and delivery of all warranties and closeout documents to the Regents, including: 1) release of liens; 2) warranties; 3) operation and maintenance manuals; 4) release of surety; and 5) as-built or Record Documents to the Architect of record. Interim applications shall be submitted in accordance with the Contract Documents. The application shall first be reviewed by the Architect and shall contain a certification of accuracy of the application.

9.9.2 The Contractor understands and agrees that the Regents from time to time shall require Contractor to furnish proof satisfactory to Regents that all who have provided labor, materials, and services for the Work have been paid. Regents shall be entitled to hold any payments applied for by Contractor until such proof has been presented to Regents.

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 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: 1) All employees on the Work and all other persons who may be affected thereby; 2) 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 anyone directly contracting with, or indirectly employed by it, and 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give 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,

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all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Regents and users of adjacent utilities.

10.2.4 When the use or storage of 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. When using or storing hazardous materials at jobsite, Contractor shall first notify the NMSU Safety Officer. The Contractor shall then comply with all rules and regulations of that office with regard to the hazardous material.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, or anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Regents or Architect or anyone directly or indirectly employed by either of them, which is not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations stated elsewhere under this Document.

10.2.6 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. This shall include, but shall not necessarily be limited to the placement of roofing materials on roofs. All materials shall be distributed in such a manner so as to prevent overloading of the designed capacity of the supporting element(s).

10.3 EMERGENCIES

In any emergency affecting the safety of persons or property the Contractor shall act, at its 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 elsewhere for Changes in the Work.

11. BONDING AND INSURANCE

11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS

The Contractor shall have in force during the duration of the Contract a Performance Bond(s) and Material and Payment Bond as set forth in the Contract Documents. Such Bonds shall cover base Contract amount and all additive Change Orders.

11.1.1 Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with the Contract. For the purposes of determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

11.1.2 When the Contractor is awarded a construction Contract in excess of Twenty-Five Thousand Dollars ($25,000), the following bonds shall be delivered to the Regents and shall become binding on the parties upon the execution of the Contract:

1. A Performance Bond satisfactory to the Regents, in an amount equal to One Hundred Percent (100%) of the price specified in the Contract; and

2. A Material and Payment Bond satisfactory to the Regents, equal to One Hundred Percent (100%) of the price specified in the Contract, for the protection of all persons supplying labor and material to the Contractor or its Subcontractors for the performance of the work provided for in the Contract.

3. Bonds shall be issued to The Regents and executed by a surety company authorized to do business in the State of New Mexico and approved by the Superintendent of Insurance of the State of New Mexico.

11.1.3 When the Contractor is awarded a Construction Contract in an amount less than $25,000.00, Contractor shall furnish or agree to one of the following:

1. A Performance Bond satisfactory to the Regents, in an amount equal to fifty percent (50%) of the Contract price. The bond must be countersigned by a licensed resident New Mexico Insurance Agent, whose name must appear on a Power of Attorney from the bonding company.

2. A Guaranty of the performance of work executed by all principals, partners, owners, and shareholders of the Contractor. The Guaranty shall be on a form approved from time to time by the Purchasing Office.

3. At least one of the following in an amount not less than one-half of the total Contract price:

a. A certified check from a bank or savings and loan maintaining an office in New Mexico payable to the Regents. This check shall either be held by or cashed by the Regents without interest due the Contractor, or

b. An irrevocable Letter of Credit from a bank or savings and loan doing business in New Mexico in favor of the Regents.

4. The Contractor agrees to accept a lump sum payment from the Regents after Final Completion and acceptance of the project by the University Architect.

5. Where performance bonds of 50% of the contract price are provided, Contractor shall not be entitled to be paid more that 50% of the Work performed until Final Completion is achieved and any Schedule of Values shall provide that the final 50% of the contract price shall not be due and payable until such time final completion is achieved.

11.1.4 POWER OF ATTORNEY

Attorney-in-fact, who signed bid bonds or Contract bonds, must file with each bond a certified and effectively dated copy of their power-of-attorney.

11.2 CONTRACTOR'S INSURANCE

The Contractor shall have in force during the life of the Contract insurance as required by the Contract

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Documents.

11.3 CONTRACTOR'S LIABILITY INSURANCE

11.3.1 The Contractor shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance as approved by the Regents at the time of signing of the contract. All Certifications of Insurance must be executed by an Insurance Company authorized to do business in the State of New Mexico. The Regents shall be included as a loss payee and/or additional insured.

11.3.2 Public Liability and Automobile Liability insurance shall include at least the following coverage:

Bodily injury, each person, excluding medical and medically-related expenses	$400,000
Medical and medically-related expenses	$300,000
Bodily injury, each occurrence, excluding medical and medically-related expenses	$750,000
Medical and medically-related expenses	$300,000
Property Damage, each occurrence	$100,000

11.3.3 Contractor shall furnish Regents with certificates of insurance with the contract documents and prior to the commencement of work. The Regents shall have not less than ten (10) days cancellation notice.

11.3.4 The Regents shall acquire the Builder's Risk insurance on the construction project with a $1,000 deductible clause. The coverage shall not extend to any personal contractor equipment or to theft of any supplies, building materials, building supplies, or building components. The Contractor and not the Regents shall be responsible for the first $1000 on this coverage. All risk or loss not covered by any Builder's Risk policy of the Regents shall be the responsibility of the Contractor.

12. CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time.

12.1.2 The Regents or its representative, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions: the Contract Sum and the Contract Time being adjusted accordingly thereafter. 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 Contractor understands that the Regents' representative will not order changes in the Work, which include an adjustment in the Contract Sum or an extension of the Contract Time inconsistent with the intent of the Contract Documents. Such changes shall be effected by written change order, and shall be

binding on the Regents and the Contractor. The Contractor shall carry out such written change orders promptly.

12.2 CLAIMS FOR ADJUSTMENT TO CONTRACT SUM

12.2.1 If the Contractor believes it has a claim for an increase in the Contract Sum, it shall give the University Project Manager written notice thereof within fourteen days after the occurrence of the event giving rise to such claim. No such claim shall be valid unless so made. This notice shall be given by the Contractor before proceeding to execute additional work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with other applicable provisions of the Contract Documents.

12.2.2 The cost or credit to the Regents resulting from a change in the Work shall be by mutual agreement between Regents and Contractor. Such adjustments shall be determined by review and use of the Construction Task Catalog® unit pricing structure first, then, for items not pre-priced, unit pricing shall be determined in accordance with requirements of the Supplementary Conditions; and last, an lump sum amount, agreed to by the contracting parties, based on the Contractor's proposal for cost of labor, material, rentals and equipment. For all such changes, the Contractor shall provide breakdowns of proposed costs of labor and materials.

12.2.2.1 On changes resulting in a credit to the Regents, the Contractor shall retain only its costs associated with the deletion of work occasioning the credit, based on submittal to the University Project Manager of a complete breakdown of the Contractor's related costs up to the time of the change.

12.2.3 Allowances for overhead and profit shall be made only on change orders resulting in net increases to the Job Order Contract amount, calculated as one percentage sum only (not compounded) based on the following schedule:

Change Order Amount Before Markup	Contractor/Subcontractor O/H & Profit For Work by Own Forces	Contractor O/H & Profit For Work by Subcontractors
Less than $1,000	20%	10%
$1,001 - $5,000	16%	8%
$5,001 or Greater	12%	6%

12.2.4 If unit prices stated in Catalog of Construction Tasks® or prices subsequently agreed upon 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 Regents or the Contractor, the applicable unit prices shall be equitably adjusted.

12.3 CONCEALED CONDITIONS

By agreement of the parties, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within fourteen (14) days after the first observance of the following: 1) Concealed conditions encountered in the performance of the Work below the surface of the ground at variance with the conditions indicated by the Contract Documents; 2) Concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Contract Documents, or (3 Unknown conditions of an unusual nature, differing from those ordinarily encountered and generally recognized as typical in work of the character indicated by the Contract Documents.

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13. UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work is covered contrary to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Architect, be uncovered for observation by the Architect, and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect with prior approval of Regents representative, may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Regents. If such work is not in accordance with the Contract Documents, the Contractor shall pay all costs of uncovering the work and the costs of bringing the Work into compliance with the Contract Documents.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect or Regents' representative as defective or failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

13.2.2 If, during the guarantee period, 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. This obligation shall survive termination of the Contract. The Regents 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, unless removal is waived by the Regents.

13.2.4 Within seven (7) days of written notice from the Architect, the Contractor shall respond with its intent and plan for correction of defective or non-conforming Work. If the Contractor has not begun correction within ten (10) days after submission of its intent and plan for correction, the Regents may correct or 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 Regents may sell the defective materials or equipment at public or private sale, and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Regents.

13.2.5 The Contractor shall bear the cost of making good all work of the Regents or separate contractors destroyed or damaged by such correction or removal.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

If the Regents prefer to accept defective or non-conforming Work, it may do so instead of requiring the Work's removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. If final payment has been made, the Contractor shall reimburse the Regents for its damage.

14. TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

If a permit is not issued for the commencement of any portion of the Work, or if the Work is stopped for a period of thirty (30) days under an order of any 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 anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, then the Contractor may, upon seven (7) additional days' written notice to the Regents and the Architect terminate the Contract and recover from the Regents payment for reasonable, actual expenses to that date.

14.2 TERMINATION BY THE REGENTS

14.2.1 If the Regents, in the best interests of the University require termination of this Contract, the Contract may be terminated after giving the Contractor and his surety, if any, seven (7) days' written notice. The Regents may require Contractor's surety to complete the Work. Regents may also take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method they may deem expedient. In either case, the Contractor shall not be entitled to receive any further payment until completion of the Work.

14.2.2 After performance of the Work and reimbursement of all costs of completion have been made, including payment to all persons directly contracting with, or indirectly employed by the Contractor for performance of the Work who were not paid by the Contractor for Work performed, the unpaid balance of the Contract Sum, if any, shall be paid first to the surety if surety completes the Work, and If any balance remains it will be paid to the Contractor.

14.2.3 If costs of completion of the Work exceed the unpaid balance, the Contractor shall pay the difference to the Regents. The amount to be paid to the Contractor, the surety, or to the Regents, as the case may be, shall be as recommended by the Architect and certified by the RRCM upon application, in the manner provided elsewhere in this Document, and this obligation for payment shall survive the termination of the Contract.

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS
CFB # I0061244-P

1. SITE

The sites for the subject construction are located at the NMSU main campus in Las Cruces, NM, branch campuses in Grants, Alamogordo and Carlsbad, NM. The Doña Ana Branch campuses in Las Cruces, Gadsden, NM, Sunland Park, NM and the East Mesa Center and NMSU owned or controlled property in Northern and Southern NM including but not limited to Gallup, Grants, Farmington, Albuquerque, Carlsbad, and Alamogordo. Contractor shall hold the Regents harmless from damage from trespassing on property of others. There shall be no dumping of construction debris or other material on Regents' property. Any material requiring special handling by Federal or State law shall be removed in compliance with the requirements of those laws. All such material shall be removed from the site by the Contractor.

2. EXAMINATION OF SITE

Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the Work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the Project in accordance with the Contract Documents, without additional cost to the Regents.

3. SCOPE OF THE WORK

This contract shall include the Work of the Job Order Contract as required by the Contract Documents. Unless otherwise specified, this Contractor shall supply all labor, transportation, materials, apparatus, storage sheds, fuel, scaffolding, and tools necessary for the entire, proper and substantial completion of the Work, all according to proper construction standards; practices; and shall install, maintain and remove all equipment of the general installation and be responsible for the safe, proper, and lawful installation, maintenance and use of same; and shall install everything properly, incidentally, or reasonably implied either from the drawings or the specifications.

3.1 Term of the Contract and Options to Extend

The term of this contract shall be one (1) year with an option to renew by mutual consent for one (1) additional one (1) year period.

3.2 Pre-Construction Conference

After award of the contract and at the issuance of each Job Order under this contract, a conference will be conducted by The Regents to discuss with the Contractor issues of access and special requirements that are to be observed during the execution of the work.

3.3 General Scope of Work

This is an indefinite-quantity unit price contract awarded lump sum as Job Orders for construction work. All costs associated with preparing proposals shall be the responsibility of the Contractor.

3.4 Description of Work

A) Work shall be performed only as authorized by Job Orders issued in accordance with the

Contract Documents. The Contractor shall furnish to The Regents the construction labor, services, supplies, equipment, and related activities specified in the Job Orders up to and including the maximum contract value. The Regents shall order at least the minimum contract value.

B) The work of this Contract shall be determined by individual Job Orders. The Contractor shall perform its Job Order construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete each Job Order.

C) Contractor shall maintain accurate and complete records, files, and documents to comply with state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations, which are necessary and related to the work to be performed.

D) Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names and brand names and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job. These records and files shall be made available to the Regents upon request.

E) In addition to the tasks and requirements in the Construction Task Catalog®, The Regents may, from time to time, require non-prepriced tasks. The parties will price these requirements in accordance with the procedures set forth in Section 3.6 of these Supplementary Conditions.

3.5 Procedure for Initiating Job Order

A) As the need exists for performance by the Contractor under the terms of this Contract, The Regents will notify the Contractor of a project.

B) The Contractor shall respond by:

1. Obtaining from the appropriate University Project Manager the scope of the requirements and collect related documents.

2. Visiting the proposed site with the University Project Managers and participating in a joint scope of work meeting, which will at a minimum, include establishment of the following:

   a) Job order number and title

   b) Existing site conditions

   c) Alternatives for accomplishing work

   d) Definition and refinement of requirements

   e) Detailed scope of work

Upon completion of the joint scope of work process, the Regents will issue a Request for Job Order Proposal and a detailed scope of work, which require the Contractor to prepare a proposal for the work under consideration. The detailed scope of work, unless modified by both the Contractor and The Regents, will be the basis on which the Contractor will develop its proposal and The Regents will evaluate the proposal.

a)Requirements for submittals, catalogue cuts, samples, shop drawings, etc.

b)Tentative construction schedule (bar chart or critical path method [CPM] schedule)

c)Preliminary quantity estimates

d)Proposal due date

3.6 Preparation of the Proposal

A) The Contractor will prepare a proposal in accordance with the following:

1. Pre priced tasks: For pre priced tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog. The unit price set forth in the Construction Task Catalog shall serve as the base price for the purpose of the operation of this provision. The Contractor's proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include, as appropriate, but not be limited to, design drawings, calculations, catalog cuts, specifications, and architectural renderings, subcontractor list, and construction schedule.

2. Non-pre-priced tasks: Non-pre-priced tasks, if any, shall be separately identified and submitted in the proposal. Information submitted in support of non-pre priced tasks shall include, but not be limited to the following:

   a) Complete specifications and technical data, including task content, support drawings, task cost data, quality control, and inspection requirements.

   b) Work schedule.

   c) Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the designated Regents representative, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The contractor shall provide an installed unit price (or demolition price if appropriate) which shall include all costs required to accomplish the non-pre priced task.

   d) The final price submitted for non-pre priced tasks shall be according to the following formula:

   A = Direct labor Cost and fringe benefits per prevailing wage rates

   B = Direct material costs (supported by quotes)

   C = Direct equipment costs (supported by equipment amortization data)

D = Subcontractor costs (supported by quotes)

E = Allowable over head costs = A x 55%

F = Allowable profit = (A + B + C) x 10%

G = Subcontractor allowance = D x 5%

Total Cost of Non Pre-Priced Task = A + B + C + D + E + F + G

e) Following approval by The Regents' representative of a non-pre priced task and unit price, the non-pre priced task unit price will be entered into the computer database.

f) The total extended price for the non-prepriced task will be determined by multiplying the unit price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an adjustment factor of 1.000.

g) After a non-pre priced task is agreed to on three separate Job Orders, the unit price for such task will be established, following approval by The Regents' representative, and fixed as a permanent prepriced task which will no longer require price justification.

h) The Regents representatives' determination as to whether an item is a prepriced task or a non-pre priced task shall be final, binding, and conclusive.

3. The Contractor's proposal shall include support documentation to indicate that adequate planning for the requirement Job Order Requirement has been done, and that the tasks proposed are reasonable for the work to be performed. Documentation shall be submitted with the proposal shall include, but not be limited to:

a)Catalog cuts

b)Subcontractor and material supplier list

c)Construction schedule (detailed bar chart)

d)For special equipment, a copy of the warranty document shall be required.

4. Contractor's proposal shall be submitted by the date indicated on the Request for Job Order Proposal. The time allowed for preparation of the Contractor's proposal will depend on the complexity and urgency of the Job Order. On complex Job Orders, allowance will be made to provide adequate time for preparation and submittal of the proposal. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal.

3.7 Review of the Proposal and Issuance of Job Order

A) The Regents' representative will evaluate the Contractor's proposal and compare it with the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed.

B) The Regents reserve the right to reject a proposal for any reason, including but not

limited to the quantities or tasks selected by the Contractor, schedule, inadequate documentation, unacceptable pricing for non-prepriced tasks, selection of material, equipment or subcontractors. The Regents also reserves the right not to issue a Job Order if that is determined to be in the best interests of The Regents or the proposed cost exceeds The Regents funding. The Contractor has no claim to recoup proposal expenses. The Regents may pursue the performance of such work by other means.

C) By submitting a signed proposal to The Regents, the Contractor agrees to accomplish the work set forth in the detailed scope of work in accordance with the Request for Job Order Proposal. It is the Contractor's responsibility to include the necessary tasks, quantities, and area description in each proposal prior to delivering it to The Regents.

D) Each Job Order awarded to the Contractor shall state the requirements and fixed price. All clauses of this Contract shall be applicable to each Job Order. Job orders will be written on The Regents provided form. The Job Order Agreement (see Section 00500), signed by The Regents and delivered to the Contractor constitutes The Regents acceptance and award of the Contractor's proposal for each Job Order. A signed copy will be provided to the Contractor together with the Notice to Proceed.

3.8 The Regents Furnished Software

The Regents-furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of proposals in response to The Regents issued request for Job Order proposals. This software will contain an electronic version (copy) of the Construction Task Catalog, which can be accessed on the equipment provided by the Contractor to locate and select desired items from the Construction Task Catalog. Once the desired items are selected, the software shall provide for selection of quantities and based on the selected quantities, will extend and total the Construction Task Catalog costs for each proposal. The software will also permit introduction of non-prepriced tasks and the application of the adjustment factors. The cost of installation and maintenance of the software is the responsibility of The Regents.

3.9 Contractor's Detailed Schedule of Work

The Contractor should submit with each proposal a bar chart or CPM schedule setting forth the manner and sequence of the work. The Contractor shall schedule the work in accordance with the time duration set forth in the Request for Job Order Proposal.

3.10 Change Orders

Changes in the work requested in a Job Order shall be dealt with by Change Order. Additions or deletions are calculated by using the appropriate item in the Construction Task Catalog, times the quantity to be added or deleted, times the appropriate adjustment factor. Time will be negotiated as appropriate for the scope of work. Documented costs relating to a deductive change order may be negotiated.

4. NOTICE TO PROCEED

The Contractor shall not begin Work on a Job Order until all Documents relating to that Job Order are signed by both Regents and Contractor and Notice to Proceed has been issued to the Contractor.

5. SAFETY REQUIREMENTS

5.1 Contractor shall provide for the safety of workmen, Regents' personnel and the public, and shall comply with the requirements of regulating agencies for public health and safety, the Occupational Safety and Health Administration's (OSHA) rules and regulations, and with all applicable safety laws and regulations. Contractor shall provide temporary enclosures or barricades at excavations and the removable sites of hazardous materials.

5.2 The Owner will make ACM (asbestos containing material), PACM (presumed asbestos containing material) and lead paint surveys as required to comply with OSHA Standard 1926.1101. If such materials are present and will remain in-place when the Contractor enters the site, the Owner will show the location of such materials on its Request for Job Order Proposal drawings.

5.2.1 The Contractor shall inform its employees and all tiers of Subcontractors and Sub-subcontractors of such locations and shall provide all training and disclosures required by OSHA Standard 1926.1101.

5.3 Contractor shall take all reasonable precautions and shall have the complete responsibility during performance of the Work for preventing the disturbance of any such materials, which are not scheduled for disturbance, removal or abatement as part of the Work required by the Contract Documents. Such precautions shall apply to each and every individual job order issued under the Contract.

5.3.1 The Contractor shall abide by all applicable regulations of: 1) the Department of Transportation in accordance with 49 CFR 1-1200; and 2) the Environmental Protection Agency in accordance with 40 CFR 1-790. In the event the Contract Documents require transportation of hazardous materials, prior to such transportation the Contractor shall submit for approval to the NMSU Central Purchasing & Risk Management Office:

1. Proof of a Department of Transportation (DOT) Registration Number.
2. DOT Research and Special Programs Administration Hazardous Material Certificate of Registration.
3. DOT Hazardous Material Transportation Security Plan, if applicable. Best summarized as needed when shipping placarded amounts of hazardous materials from NMSU.
4. Proof of contractor personnel receiving DOT Hazardous Material Transportation Training, and if applicable DOT Specific Security Plan Training.
5. If transporting hazardous waste, proof of an Environmental Protection Agency (EPA) Identification Number.

5.4 If Contractor encounters at the site material reasonably believed to contain ACM, PACM, lead paint, or polychlorinated biphenyl (which has not been rendered harmless and is not scheduled during the performance of the Work to be rendered harmless) and it must be disturbed for performance of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Regents and Architect in writing. Work in the affected area shall not resume until the material is rendered harmless, and it is agreed in writing by the Regents, the Architect and the Contractor (or as otherwise allowed by law) that Work in the area should resume.

5.5 Contractor shall not bring to the site, nor allow to be incorporated into the Work any material containing ACM, lead paint, or polychlorinated biphenyl (PCB). Any materials incorporated into the Work, and later found to contain ACM, lead paint, or PCB shall be removed at the expense of the Contractor, including all containment, air clearances and disposal, without any additional or incidental costs to the Regents.

5.6 Light fixtures and mechanical equipment supplied or installed under contract with the Regents shall not contain

lead or mercury.

6. LICENSED CONTRACTORS

All Contractors and sub-contractors required to be licensed by the State of New Mexico shall be so currently licensed. They shall be licensed to perform the Work required by the Contract Documents, and shall continue to be so licensed for the term of the Contract.

6.1 Public Works Minimum Wage Act Registration: A contractor or subcontractor that submits a bid valued at more than $50,000.00 for a Public Works project that is subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Labor Department. All tiers of subcontractors are subject to this law. The registration fee is $200.00 and the form can be obtained from the Labor and Industrial Division of the Department of Labor. The Regents may reject a bid from a contractor that does not have proof of the required registration for itself or its subcontractors.

7. CONDUCT ON UNIVERSITY PROPERTY AND WORK SITE:

The Regents subscribe to the following established policies:

A) *Policy Statement Against Sexual Harassment*
B) *The Regents Smoking Policy*
C) *Policy Statement on Equal Employment Opportunity/Affirmative Action.*

Copies of these policy statements are available at the Business Office, the Central Purchasing & Risk Management Administration, and the Office of the University Architect. The Contractor shall require all persons in its employ, directly or by subcontract, and all representatives of suppliers to comply with these policies while on university property and construction sites.

8. UTILITIES LOCATION AND SHUTOFF:

8.1 Compliance shall be required with [62-14-1 to 62-14-8 NMSA 1978], the New Mexico State Code regarding the location of utilities. Responsibilities for the location of existing utilities, their protection, and repair of damaged utilities shall be assigned in accordance with this Code. On the Main Campus and DABCC Campus, two working days before digging (NMSU and national holidays and weekends excluded), the Contractor shall call the NMSU Office of Facilities and Services, Engineering, at (505) 646-8176 for One-Call Utility Locate Requests. At other project site locations, the Contractor shall call the One-Call Utility Locate Service in place for that area, or it shall call all utility owners for location of their utilities at the site. Marks placed in response to One-Call Utility Locate Requests will be valid for five calendar days only.

8.2 The Contractor shall submit to the Architect a written request to schedule construction activities which require interruption of any power, water, sewer, laboratory or natural gas, steam, chilled water, vacuum, compressed air, HVAC, security, fire alarms or suppression, or any other systems, or which will impede pedestrian traffic, emergency egress, or vehicle access of any kind.

8.2.1 Unless a longer time period for notification of request is required by the Specifications or Drawings, the Contractor shall submit his written request not less than fourteen (14) days before all intended utilities shutoffs. In

no case shall the period for notification be less than fourteen (14) days.

8.2.2 The Contractor's request for approval of shutoffs or impediment of access shall state the nature of the task, the anticipated duration of the activity, and the impact the Work will have on adjacent facilities and users.

8.2.3 Written approval of the Architect shall be received before commencement of any Work requiring shutoff of a utility, or impediment of any access.

8.2.4 Unless otherwise instructed in writing by the Architect, the actual closing and opening of valves and switches for shutoff and reconnection of utilities and services shall be performed by NMSU Office of Facilities and Services personnel only.

9. SITE CLEANING:

Site cleaning shall be in accordance with Division 2, Section 02170, Site Cleaning.

10. REFERENCE STANDARDS:

10.1 In the event of contradiction, the Contract Documents shall take precedence over the requirements of industry or other standards referenced in the Specifications and Drawings.

10.2 Provisions of reference standard specifications shall not be construed or effective to change the duties and responsibilities of the Regents, the Contractor, or the Architect from those set forth in the General and Supplementary Conditions.

11. DISPOSITION OF EXCESS NATURAL SOILS EXCAVATED AT SITE:

11.1 For Job Orders on the main campus and the Doña Ana Branch Community College on Espina Street, all clean, uncontaminated soils excavated and not reused at the site for the Work in accordance with the Contract Documents shall be transported and dumped by the Contractor at the old NMSU landfill site south of Wells Street and north of Tortugas Arroyo, or other nearby designated site, as part of this Contract.

11.1.1 Soils for this purpose shall include only natural soils, sand, clay, gravel, and rock. No limitation shall be placed on the size of rock allowed. No concrete, asphalt, rebar, wood, or construction waste of any kind shall be allowed.

11.2 All soils intended for deposit at the old landfill site shall be first inspected and approved by the RRCM, or his representative.

11.2.1 Times and access for such deposition shall be coordinated with, and only by approval of the RRCM, or his representative.

12. RECORD DOCUMENTS:

12.1 Nothing in the General Conditions shall be construed to limit the requirements for Record Documents.

12.2 It is the Regents' intent that Record Documents shall provide very detailed information regarding the Work of this contract as well as the existing site conditions encountered.

12.3 Except as otherwise specified, the Contractor shall be required to provide accurate Record Documents for each portion of the Work as part of its bid for that portion of the Work, without additional cost to the Regents.

13. STORM WATER CONTROL AT SITE

Amendment to Federal Water Pollution Act prohibits the discharge of any pollutants to navigable waters from a point source unless discharge is authorized by a National Pollutant Discharge Elimination System permit. Phase II of the NPDES storm water program covers small construction activities disturbing 1 to 5 acres. Contractor (s) awarded contract (s) pursuant to these Bidding Documents shall comply with all regulations and requirements of Phase II including as follows: 1) Submission of a Notice of Intent; 2) Development and implementation of a Storm Water pollution prevention plan; 3) Applying and receiving a permit; and 4) Submission of Notice of Termination.

14. NOTICE:

14.1 Should any contractual or technical questions arise throughout the contract period, notice shall be delivered by the Contractor as follows:

Contractual Questions:
Mike Abernethy, Director of Procurement Services & Risk Management
Central Purchasing & Risk Management Administration Office
New Mexico State University
Box 30001, Dept. 3890
Las Cruces, NM 88003-0001
Phone: (505) 646-2916
FAX: (505) 646-3736
E-Mail: mabernet@ab.nmsu.edu

Technical Questions:
Lucio Garcia, Jr. Director, Utilities
Office of Facilities Planning and Construction
New Mexico State University
Box 30001, Dept 3545
Las Cruces, NM 88003-0001
Phone: (505) 646-1103
FAX: (505) 646-1460
E-Mail: lugarcia@nmsu.edu

14.2 **Submittals or requests for prior approval shall not be sent by E-Mail, and will not be addressed if so received.**

15. BRAND NAME EQUIPMENT SPECIFIED:

15.1 It has been determined by the Central Purchasing & Risk Management Administration that some of the equipment or materials identified in the Bidding Documents for this project are required to interface with the existing, and are considered proprietary. Therefore, substitutions of those items of equipment or materials will not be accepted.

15.2 Some such proprietary items are: None

16. GENERAL CONDITIONS MODIFICATIONS AND CLARIFICATIONS:

16.1 The General Conditions definition of "Contract Documents" at 1.1.1 is hereby expanded to include the Wage Rates Section 00830 and the Construction Task Catalog®, Volume 3. Specifications shall mean at the Regents option Volume 2 of the Regents Technical Specifications, Divisions 1,2,3,5,13, 15 & 16; or Specifications from a Design Professional, provided for an individual Job Order.

16.2 The General Conditions definitions are hereby expanded by adding a sub-paragraph to Article 1, as follows:

16.2.1 "Furnish shall mean to supply and deliver to the project site, ready for installation. "Install" shall mean to place in position, ready for service or use. "Provide" shall mean to furnish and install, complete and ready for intended use.

16.3 In the General Conditions, "Director of Purchasing" and "Purchasing Office" shall mean Director of Procurement Services and Risk Management Administration Office and Central Purchasing and Risk Management Administration Office, respectively.

16.4 All requirements of the General Conditions and other Contract Documents relating to the Agreement Form, Notice to Proceed, Permits, Fees and Notices, Changes in the Work, Payments and Completion, Schedule of Values, Performance Bonds, Material and Payment Bonds, Contractor's Progress Schedule, and Contract Closeout (including Release of Liens), shall apply individually to each Job Order issued under the Contract.

16.5 In the General Conditions, delete entirely paragraphs 4.11.2.1 and 9.2.1.1 and replace with the following in both locations:

The Schedule of Values shall include a line item for Contract Closeout Requirements. Unless otherwise agreed to by the Regents Representative for Contract Management and the Contractor, the Contract Closeout line item shall be calculated as 3 (three) percent of the total Contract Sum, excluding taxes. Additionally, the Regents shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Regents and Contractor.

16.6 Requests for Payment and Payments shall be made separately for each individual Job Order portion of the Work.

16.7 Add paragraph 5.3 to the General Conditions entitled "Bonding of Subcontractors". The paragraph shall read as follows: "A subcontractor shall provide to the Contractor a performance and payment bond if the subcontractor's contract for work to be performed on this project is fifty thousand dollars ($50,000.00) or more. The Contractor shall furnish to the Owner copies of these bonds if requested by the Owner."

16.8 In Article 11 of the General Conditions, delete entirely paragraphs 11.1. through 11.1.3 and its sub-paragraphs 1 through 5. Replace with the following:

11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS
The Contractor shall have in force during the duration of the Contract a Performance Bond(s), Material, and Payment Bond as set forth in the Contract Documents. Such Bonds shall cover Job Order Contract amounts and all additive Change Orders.

11.1.1 With, and for each Job Order Proposal with a value greater than $25,000.00, the Contractor shall

otherwise agreed to by the Regents Representative for Contract Management and the Contractor, the Contract Closeout line item shall be calculated as 3 (three) percent of the total Contract Sum, excluding taxes. Additionally, the Regents shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Regents and Contractor.

16.6 Requests for Payment and Payments shall be made separately for each individual Job Order portion of the Work.

16.7 Add paragraph 5.3 to the General Conditions entitled "Bonding of Subcontractors". The paragraph shall read as follows: "A subcontractor shall provide to the Contractor a performance and payment bond if the subcontractor's contract for work to be performed on this project is fifty thousand dollars ($50,000.00) or more. The Contractor shall furnish to the Owner copies of these bonds if requested by the Owner."

16.8 In Article 11 of the General Conditions, delete entirely paragraphs 11.1. through 11.1.3 and its sub-paragraphs 1 through 5. Replace with the following:

11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS
The Contractor shall have in force during the duration of the Contract a Performance Bond(s), Material, and Payment Bond as set forth in the Contract Documents. Such Bonds shall cover Job Order Contract amounts and all additive Change Orders.

11.1.1 With, and for each Job Order Proposal with a value greater than $25,000.00, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Job Order and for the payment of all persons performing labor on the Job Order and furnishing materials in connection with the Job Order under the Contract(s). For the purposes of determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

11.1.2 The Contractor shall deliver to the Regents the following bonds with each Job Order Proposal with a value greater than $25,000.00:

1. A Performance Bond satisfactory to the Regents, in an amount equal to One Hundred Percent (100%) of the price specified in the Job Order Proposal; and

2. A Material and Payment Bond satisfactory to the Regents, equal to One Hundred Percent (100%) of the price specified in the Job Order Proposal, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract.

3. Bonds shall be issued to The Regents and executed by a surety company authorized to do business in the State of New Mexico and approved by the Superintendent of Insurance of the State of New Mexico.

11.1.3 (Not Used)

16.9 Delete from General Conditions Paragraphs 12.2 through 12.2.7 and replace with:

12.2.1 If the Contractor believes it has a claim for an increase in the Contract Sum, it shall give the Architect written notice thereof within fourteen days after the occurrence of the

event giving rise to such claim. No such claim shall be valid unless so made. This notice shall be given by the Contractor before proceeding to execute additional work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with applicable provisions of the Contract Documents.

12.2.2 The cost or credit to the Regents resulting from a change in the Work shall be by mutual agreement between Regents and Contractor. Such adjustments shall be determined by review and use of the Construction Task Catalog unit pricing structure first; then, for items not pre-priced, unit pricing shall be determined in accordance with requirements of the Supplementary Conditions; and last, an lump sum amount, agreed to by the contracting parties, based on the Contractor's proposal for cost of labor, material, rentals and equipment. For all such changes, the Contractor shall provide breakdowns of proposed costs of labor and materials.

12.2.2.1 On changes resulting in a credit to the Regents, the Contractor shall retain only its costs associated with the deletion of work occasioning the credit, based on submittal to the University Project Manager of a complete breakdown of the Contractor's related costs up to the time of the change.

12.2.3 Allowances for overhead and profit shall be made only on change orders resulting in net increases to the Job Order Contract amount, calculated as one percentage sum only (not compounded) based on the following schedule:

Change Order Amount Before Markup	Contractor/Subcontractor O/H & Profit For Work by Own Forces	Contractor O/H & Profit For Work by Subcontractors
Less than $1,000	20%	10%
$1,001 - $5,000	16%	8%
$5,001 or Greater	12%	6%

12.2.4 If unit prices stated in the Construction Task Catalog or prices subsequently agreed upon 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 Regents or the Contractor, the applicable unit prices shall be equitably adjusted.

16.10 At 13.2.4 of the General Conditions, delete entirely the second sentence and replace with: <u>If the Contractor has not responded or begun correction within ten (10) days or submitted a letter of its intent and plan for correction, the Regents may correct or remove such non-conforming Work and may store the materials or equipment at the expense of the Contractor.</u> The entire paragraph shall now read:

13.2.4 Within seven (7) days of written notice from the Architect, the Contractor shall respond with its intent and plan for correction of defective or non-conforming Work. If the Contractor has not responded or begun correction within ten (10) days or submitted a letter of its intent and plan for correction, the Regents may correct or remove such non-conforming Work 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 (10) days thereafter, the Regents may sell the defective materials or equipment at public or 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 Architects 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 payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Regents.

administratively is thereafter subject only to resolution in the courts of New Mexico under application of New Mexico law.

18. DEFINITIONS

Adjustment Factor – The Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog. Contractors must bid four adjustment factors as follows:

One for work in normal hours Main Campus
One for work in other than normal working hours Main Campus
One for work in Northern NM
One for work in Southern NM

All adjustment factors are expressed as an increase or decrease from the published prices.

Job Order – A document that describes a portion of the work to be accomplished under this Contract. The Regents will be responsible for the development of the Job Order as well as the supervision and acceptance of the work contained within the Job Order description. The Regents will review the Contractor's proposal for each Job Order requested and, if acceptable upon execution of all Contracting Documents will issue a Job Order for the work described therein. Each Job Order will include a detailed scope of work, a lump sum price proposal from the Contractor, with New Mexico Gross Receipts Tax (NMGRT) shown as a separate line, a time duration for the completion of the work and any special conditions that might apply to that specific Job Order.

Job Order Contract (JOC) – A firm, fixed price, competitively bid, indefinite quantity type contract designed to accomplish small to medium, multi-traded maintenance, repair and minor new construction projects.

Maximum Contract Amount – There is no estimated maximum dollar value of work that can be ordered during the base term of the contract or any renewal period.

Minimum Contract Amount – The minimum dollar value of work that will be ordered under this Contract during the base term of the contract is zero ($0.00).

Non-pre priced tasks – Those units of work that are not included in the Construction Task Catalog but are within the general scope and intent of this contract and may be negotiated into the contract as needs arise. Such work requirements as shall be incorporated into and made a part of this contract for the Job Order to which they pertain, and may be incorporated into the Construction Task Catalog, if determined appropriated by The Regents, at the base price determined in this contract. Non-prepriced tasks shall be separately identified and submitted in the Job Order proposal.

Normal Working Hours – The normal working hours for this contract are defined as a daytime work shift of 8 hours per day and 40 hours per week, Mondays through Fridays 7:00 am to 5:00 pm.

Other contractor – Any individual, firm or corporation (other than the Contractor) having a contract with The Regents for work at or near the project site.

Other Than Normal Working Hours – The other than normal working hours for this contract are defined as all working hours not defined as normal working hours.

Pre-priced Task - A unit of work included within the Construction Task Catalog for which a unit price has been established.

Proposal - The Contractor's response to the Regents' job order Request for Proposal including a lump sum, firm fixed price and schedule for the completion of a scope of work. The proposal shall also contain, when appropriate, shop drawings, or other such documentation as The Regents may require for the Job Order in accordance with the Contract Documents.

Scope of Work - The complete description of services to be provided by the Contractor pursuant to an individual Job Order. The scope of work may include a narrative description of the work, partial design documents, or full design documents depending on the complexity of the specific project.

Construction Task Catalog - A comprehensive listing of specific construction related tasks together with a specific unit of measurement and a unit price. (Also referred to as the "Unit Price Book" or "UPB").

Unit Price - The price published in the Construction Task Catalog for a specific construction or construction related task. The unit prices are fixed for the duration of the contract. Each unit price is comprised of the labor, equipment and material costs to accomplish that specific task.

19. SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

19.1 The Contractor shall provide, prior to award of Notice to Proceed on an individual Job Order, a listing of subcontractors to be used on the project in conformance with the Subcontractors Fair Practice Act. The threshold for listing of Sub-Contractors shall be five thousand dollars ($5,000). The Contractor shall list the following information:

19.2 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project in an amount in excess of the listing threshold; and

19.3 The nature of the work, which will be done by each subcontractor. The Contractor shall list only one subcontractor for each category as defined by the bidder.

19.4 Listed subcontractors must be used to complete the individual Job Order unless written approval is given for good and sufficient reason by the Regents' designated representative, whose decision is final.

19.4.1 In the event the Contractor awarded a bid desires to perform in-house work of a subcontractor, add a subcontractor, or replace a subcontractor listed, Regents must first consent to the substitution in accordance with the Subcontractors Fair Practice Act. Any costs incurred by Regents because of Contractor's failure to comply with the Subcontractors Fair Practice Act shall be paid by Contractor, and may be deducted from any amount due it, together with reasonable attorney's fees.

19.4.2 Requests for consent of Regents to substitute subcontractors or to perform in-house Work of a subcontractor shall be submitted to Regents' designated representative, the Director of Central Purchasing and Risk Management Administration, New Mexico State University, Box 30001, Department 3890, Las Cruces, New Mexico 88003-0001.

19.5 "Not Used"

19.6 Relations between successful Contractor(s) awarded a contract or contracts and Subcontractors shall

19.4 Listed subcontractors must be used to complete the individual Job Order unless written approval is given for good and sufficient reason by the Regents' designated representative, whose decision is final.

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19.5 "Not Used"

19.6 Relations between successful Contractor(s) awarded a contract or contracts and Subcontractors shall be in accordance with the Subcontractors Fair Practice Act, Substitution of Subcontractor, and Section 14-4-36.

19.7 This act does not apply to work covering street lighting and traffic signals; construction, improvement or repair of streets or highways, including bridges; and underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

19.8 THE BIDDER MUST INDICATE ON THE BID FORM THE TYPE AND CLASSIFICATION OF LICENSE AND EXPIRATION DATE AS ISSUED BY THE CONSTRUCTION INDUSTRIES DIVISION. FAILURE TO INDICATE THE TYPE OF CLASSIFICATION MAY RESULT IN NON-CONSIDERATION OF BID.

20. Adjustment of Factors for Option Year

This provision provides a means to adjust the base year adjustment factor to the option year adjustment factors by using actual escalation/de-escalation as measured by the Construction Cost Index (CCI) published in the ENR (formerly known as Engineering News and Record). This clause will apply only to those option periods awarded after one year from the date of the original contract award. The originally bid adjustment factors are valid for a one year period beginning with the date of Contract Award.

CCI indices are published monthly. The "Base Year" for the purposes of this clause is the 12-month period just after this Contract or an "Option Extension Period" is awarded. The "Base Year Index" is determined by summing the monthly CCI indices for each of the 12 months of the "Base Year" and dividing by 12. The result is the average CCI increase or decrease for the "Base Year".

The "Option Extension Period" for the purposes of the clause is the 12-month period following the initial Contract period.

The Price Adjustment for the "Option Extension Period" is determined by dividing the "Option extension index" by the "base year index". The "option year adjustment factor" for the option period is determined by multiplying the Price Adjustment by the previous adjustment factor.

All the above computations shall be carried to five (5) decimal places and then rounded to four (4) decimal

places. Rounding of numbers shall be accomplished by increasing the fourth decimal place if the fifth decimal is equal to five or greater. If the fifth decimal place is equal to four or less, the fourth decimal shall remain unchanged.

21. Government Entity Procurement Services

In accordance with NMSA 13-1-129, contractors are advised that other government entities may procure services awarded under this agreement. Government entities exercising this option shall be responsible for the payment of any fees due to the Gordian Group and all resulting contracts between the contractor (s) and entities exercising this option shall be tailored for that particular government entity. Payments or other obligations connected with such contracts shall not be considered the responsibility of the Regents of New Mexico State University.

22. Federally Funded Projects

NMSU and the Regents hereby reserve the right to accomplish tasks that are funded in whole or in part by the Federal Government. The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to this Purchase Order. Without limiting the Purchase Order Provisions, the FAR clauses are incorporated by reference into this Purchase Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of the FAR clauses incorporated by reference are the same as the corresponding clause in the prime contract or higher tier subcontract.

52.252-2 Clauses Incorporated by References – (Mar 1999). This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the Purchasing Agent will make their full text available.

Federal Acquisition Regulation (FAR) Clauses
15-401 Definitions
15-403-1 Prohibition on Obtaining Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b)
15.403-4 Requiring Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b) Use when subcontract expected to exceed $500,000.
15.406-2 Certificate of Current cost or Pricing Data
52.202-1 Definitions (Oct. 1995)
52.203-1 RESERVED
52.203-3 Gratuities (APR 1984)
52.203-5 Covenant against Contingent Fees (APR 1984)
52.203-6 Restrictions on Subcontractor Sales to Government (JUL 1985)
52.203-7 Anti-Kickback Procedures (Jul 1995)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12 Limitations on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-2 Security Requirements (AUG 1996) Use when contract requires access to classified information.
52.204-3 Taxpayer identification (JUN 1997)
52.204-4 Printing/Copying double Sided on Recycled Paper (JUN 1996)
52.208-1 RESERVED
52.209-6 Protecting the Government's Interest when subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)
52.211-8 Time of Delivery (JUN 1997)
52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
52.211-16 Variations in Quantity (APR 1984)
52.213-1 Fast Payment Procedure (FEB 1998)

52.214-9 Failure to Submit Bid (JUL 1995)
52.214-10 Contract Award-Sealed Bidding (JUL 1990)
52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35 Submission of Offers in U.S. Currency (APR 1991)
52.215-2 Audit and Records-Negotiation (AUG 1996) Use when contract exceeds $25,000 and was negotiated.
52.215-7 Annual Representations and Certifications – Negotiation (OCT 1997)
52.215-8 Order of Precedence (OCT 1997)
52.218-10 Price Reduction for Defective cost or Pricing Data (OCT 1997)
52.215-11 Price Reduction for Defective cost or Pricing Data – Modifications (OCT 1997)
52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). Use when subcontract expected to exceed $500,000.
52.215-13 Subcontractor cost or Pricing Data – Modification (OCT 1997)
52.215-26 Integrity of Unit Prices (APR 1991) Less Paragraph ©
52.216-7 Allowable cost and Payment (FEB 1998)
52.219-8 Utilization of Small, Small Disadvantaged, and Women Owned Small Disadvantaged Business concerns (JUN 1997)
52.219-9 Small, Small Disadvantaged and Women Owned Small Disadvantaged Business Subcontracting Plan (AUG 1996). This clause does not apply to small business concerns.
52.219-14 Limitations on Subcontracting (DEC 1996)
52.219-16 Liquidated Damages – Subcontracting Plan (OCT 1995)
52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). Use when expected to exceed $500,000.
52.222-1 Notice to Government of Labor Disputes (APR 1984)
52.222-3 Convict Labor (AUG 1996)
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 1995)
52.222-11Subcontracts (Labor Standards) (FEB 1988)
52.222-20 Walsh Healey Public Contracts Act (DEC 1996)
52.222-21 Certification of Non-segregated Facilities (APR 1984). Use if expected to exceed $10,000.
52.222-22 Previous Contracts and Compliance Reports (APR 1984)
52.222-25 Affirmative Action Compliance (APR 1984)
52.222-26 Equal Opportunity (APR 1984)
52.222-28Equal Opportunity Pre-Award Clearance of Subcontracts (APR 1984). Use when expected to exceed $1,000,000.
52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.222-41 Service Contract Act of 1965, As Amended (MAY 1989) – if applicable.
52.223-2 Clean Air and Water Certification (APR 1984)
52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Use if subcontract involves hazardous material.
52.223-6 Drug Free Workplace (JAN 1997)
52.223-7 Notice of Radioactive Materials (JAN 1997)
52.223-13 Certification of Toxic Chemical Release Reporting (OCT 1996)
52.223-14 Toxic Chemical Release Reporting (OCT 1996)
52.224-1 Privacy Act Notification (APR 1984)
52.224-2 Privacy Act (APR 1984)
52.225-3 Buy American Act – Supplies (JAN 1994)
52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
52.227-1 Authorization and Consent (JUL 1995) and Alternate I (JUL 1995)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3 Patent Indemnity (APR 1984)
52.227-10 Filing of Patent Applications – Classified Subject Matter (APR 1984). Use if subcontract will involve classified matters.
52.227-11 Patent Rights – Retention by the Contractor Short Form (JUN 1997)
52.227-13 Patent Rights – Acquisition by the Government (JAN 1997)
52.227-14 Rights in Date – General (JUN 1987)
52.227-19 Commercial Computer Software – Restricted Rights (JUN 1987)
52.228-7 Insurance – Liability to Third Persons (MAR 1996)

52.229-3 Federal, State and Local Taxes (JAN 1991)
52.229-10 State of New Mexico Gross Receipts and Compensating Tax (OCT 1988)
52.230-2 Cost Accounting Standards (APR 1996)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1996)
52.230-4 Consistency in Cost Accounting Practices (AUG 1992)
52.230-6 Administration of Cost Accounting Standards (APR 1996)
52.232-1 Payments (APR 1984)
52.232-8 Discounts for Prompt Payment (MAY 1997)
52.232-11 Extras (APR 1984)
52.232-17 Interest (JUN 1996)
52.232-20 Limitation of Cost (APR 1984)
52.232-22 Limitation of Funds
52.232-23 Assignment of Claims (JAN 1986)
52.232-25 Prompt Payment (JUN 1997)
52.223-1 Disputes (OCT 1995)
52.233-3 Protest after Award (AUG 1996)
52.242-13 Bankruptcy (JUL 1995)
52.242-15 Stop-Work Order (AUG 1989)
52.243-1 Changes – Fixed Price (AUG 1987)
52.243-2 Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)
52.243-7 Notification of Changes – (APR 1984)
52.244-1 Subcontracts (Fixed-Price Contracts) (OCT 1997)
52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (OCT 1997)
52.244-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (OCT 1997)
52.244-5 Competition in Subcontracting (DEC 1996)
52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
52.245-2 Government Property (Fixed Price Contracts) (DEC 1989)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) - Alternate I
52.246-2 Inspection of Supplies-Fixed Price (AUG 1996)
52.246-16 Responsibility for Supplies (APR 1984)
52.246-17 Warranty of Supplies of a Non-Complex Nature (APR 1984)
52.247-34 F.O.B. Destination (NOV 1991)
52.247-63 Preference for U.S. Flag Air Carriers (JAN 1997). Use when international air transport is involved.
52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (JUN 1997). Use when ocean transport is involved.
52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)
52.249-4 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
52.249-8 Default (Fixed price Supply and Service) (APR 1984)

DOD Supplement to the FAR

252.203-7001	Special Prohibition on Employment (JUN 1997). If subcontract exceeds $25,000.
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 1995). If subcontract exceeds $25,000.
252.223-7004	Drug-Free Work Force (SEP 1988)
252.227-7013	Rights in Technical Data-Non Commercial items (NOV 1995)
252.227.7014	Rights in Noncommercial Computer Software and Non commercial Computer Software Documentation (JUN 1995)
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions (JUN 1995)
252.227.7034	Patents-Subcontracts (APR 1984)
252.247.7023	Transportation of Supplies by Sea (NOV 1995)

OMB Circular

Requirements of OMB Circular A-110 are required if the order is issued under a prime grant.

END OF SECTION

MINIMUM WAGE RATES

NOTE: **IF THE TOTAL AMOUNT OF JOB ORDER INCLUDING CHANGE ORDERS EXCEEDS $20,000 BEFORE TAXES, STATE WAGE RATES MUST BE PAID IN ACCORDANCE WITH THIS SECTION; OTHERWISE THEY DO NOT APPLY TO THIS CONTRACT.**

THE CURRENT NEW MEXICO DEPARTMENT OF LABOR, LABOR, AND INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU WAGE RATES FOLLOW THIS PAGE.

Contractor shall submit, and shall require his subcontractors to submit to the New Mexico Department of Labor, Labor and Industrial Division, Public Works Bureau the following, with copies provided to Jack Provencio, Senior Buyer, New Mexico State University:

1. Before starting work of each Job Order, completed STATEMENT OF INTENT TO PAY PREVAILING WAGES form; and

2. At completion of work, completed AFFIDAVIT OF WAGES PAID form.

Before beginning Work and at time of award of each Job Order, the Contractor shall complete and send the NOTIFICATION OF AWARD form for that Job Order and Decision Number to THE NEW MEXICO DEPARTMENT OF LABOR, LABOR AND INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, and shall deliver a copy thereof to Central Purchasing and Risk Management Administration Office, New Mexico State University, Box 30001, Dept. 3890, Las Cruces, NM 88003-0001.

Contractor shall be prepared to provide to the Public Works Bureau any certified weekly payrolls requested for purposes of audit.

Throughout the performance of the Contract, the Contractor shall submit, and shall require all of his subcontractors to submit through the Central Purchasing and Risk Management Administration Office, New Mexico State University, Box 30001, Dept. 3890, Las Cruces, NM 88003-0001 one copy of each certified weekly payroll within five (5) days following the close of the payroll period.

Wage rates must be paid if the total amount of each Job Order including change orders exceeds $20,000 before taxes.

REGENTS
NEW MEXICO STATE UNIVERSITY
LAS CRUCES, NEW MEXICO

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU

QUESTIONS?? Call OR E-mail:
Michael Fanestiel @ (505) 841-4417 OR michael.fanestiel@state.nm.us or Mary Sanchez @ (505) 841-4409 OR mary.sanchez@state.nm.us

Contracting Agency/Owner	County	Decision Date	Decision No.
New Mexico State University	Statewide	06/30/08	SW-08-0935 B
		Expires for Bids	
Type of Construction: B		12/31/08	

Description of Work: JOC LITE
Mechanical and electrical repair and replacement.

***REMINDER* to those preparing BID documents:** If bids are not opened by the above "Expires for Bids" date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-4417 to check status of new wage rates.

NOTICES

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

New Mexico Department of Workforce Solutions
Public Works Bureau
625 Silver Ave SW, Suite 410, Albuquerque, NM 87102
Michael Fanestiel @ (505) 841-4417 OR michael.fanestiel@state.nm.us Mary Sanchez (505) 841-4409 OR mary.sanchez@state.nm.us
fax (505) 841-4423

Wage Decision # SW-08-0935 B

NOTIFICATION OF AWARD (NOA)

***Description and Location of Work*: JOC LITE**

Mechanical and electrical repair and replacement.

Statewide locations

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

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the ***GENERAL/PRIME CONTRACTOR.*** The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2nd tier subcontractors) and fax or mail it to the address above. ***If the project is canceled,*** this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.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 through the General/Prime Contractor before they start work. After work on the project is completed **(but before final payments)**, subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for Contracting Agency (or agent) _____

Printed Name_____

Date _____

8/10/07

SUBCONTRACTOR LIST

Do NOT list suppliers or professional services (such as surveyors)

INCLUDE individual subcontractor dollar amount for project

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

General Contractor: Wage Dec. # SW-08-0935 B

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

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

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

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

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

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

TYPE "B" - GENERAL BUILDING

Effective December 22, 2007

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	25.73	9.03	$0.20	
Boilermaker	18.40	3.78	$0.20	
Bricklayer/Blocklayer/Stonemason	21.75	5.65	$0.64	
Carpenter/Lather	20.86	6.25	$0.35	
Cement Mason	17.72	7.45	$0.35	
Electricians				
Outside Classifications				
Groundman	22.88	8.29	$0.25	
Equipment Operator	25.70	8.29	$0.25	
Lineman/Tech	26.29	8.29	$0.25	
Cable Splicer	27.47	8.29	$0.25	
Inside Classifications				
Wireman/Technician	26.30	8.57	$0.26	Refer to Note 1
Cable Splicer	28.03	8.57	$0.26	
Sound Classifications				
Installer	23.39	8.31	$0.24	
Technician	24.94	8.31	$0.24	
Soundman	27.01	8.31	$0.24	
Elevator Constructor	28.30	12.96	$0.55	
Elevator Constructor Helper	15.55	3.56	$0.25	
Glazier	20.15	4.15	$0.34	
Ironworker	22.00	9.34	$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.10	1.79	$0.35	
Paper Hanger	19.71	8.42	$0.35	
Drywall Finisher/Taper	19.64	4.03	$0.35	
Plasterer	18.65	6.45	$0.35	
Plumber/Pipefitter	26.19	10.00	$0.35	Refer to Note 3
Roofer	15.18	0.50	$0.54	
Sheetmetal Worker	24.33	12.55	$0.54	Refer to Note 4
Soft Floor Layer	19.17	4.68	$0.35	
Sprinkler Fitter	23.52	11.98	$0.25	
Tile Setter	13.87	1.20	$0.00	
Tile Setter Helper	13.00	1.02	$0.00	
Laborers				
Group I	15.04	4.25	$0.27	
Group II	15.61	4.25	$0.27	
Group III	15.91	4.25	$0.27	
Group IV	16.01	4.25	$0.27	
Group V	16.21	4.25	$0.27	
Group VI	16.36	4.25	$0.27	

TYPE "B" - GENERAL BUILDING

Effective December 22, 2007

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Operators				
Group I	20.86	4.70	$0.35	
Group II	21.90	4.70	$0.35	
Group III	21.98	4.70	$0.35	
Group IV	22.04	4.70	$0.35	
Group V	22.10	4.70	$0.35	
Group VI	22.20	4.70	$0.35	
Group VII	22.30	4.70	$0.35	
Group VIII	23.38	4.70	$0.35	
Truck Drivers				
Group I	15.67	5.48	$0.35	
Group II	15.79	5.48	$0.35	
Group III	15.87	5.48	$0.35	
Group IV	15.99	5.48	$0.35	
Group V	16.04	5.48	$0.35	
Group VI	16.14	5.48	$0.35	
Group VII	16.24	5.48	$0.35	
Group VIII	16.38	5.48	$0.35	
Group IX	16.53	5.48	$0.35	

OTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get $3.78/hr. 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 $2.00/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.

LABORER CLASSIFICATION GROUPS TYPE "B" & "C" CONSTRUCTION

GROUP I:

Watchmen.

GROUP II – (Unskilled):

Building & Common Laborers; Carpenter Tenders; Concrete Workers; Stakedrivers; Concrete Buggy Operator (hand); Flagmen; Soil Sample Tester.

GROUP III – (Semi-skilled):

Air & Power Tool Operator (not a carpenter's tool); Asbestos Remover; Asphalt Heaterman; Asphalt Jointman; Ashp. Raker; Batching Plant Scaleman; Chain Sawman; Concrete Touch-Up Man; Concrete Sawman – Coring Machine; Curbing Machine Asph. Or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Gunite Reboundmen; Rod & Chainmen; Concrete Power Buggy Operator; Powderman or Blaster Helper; Sandblaster (Pot Men); Nozzlemen; Scaler; Vibratorman (hand-type); Vibratory Compactor (hand-type); Wagon Core & Diamond Drillers' Tenders (outside); Window Washers; Fog Machine Operator; Nurseryman-Gardener; Multi-Plate Setter; Concrete Burner; Cement Mason Tenders; Hodcarriers; Mortar Mixers; Plaster Spreader Operator; Plaster Tenders; Gunite Nozzleman; Pipelayer; Pumpcrete Nozzleman; Manhole Builder; Roadway Hardware Worker.

GROUP IV:

Wagon, Core, Diamond Drillers.

GROUP V - (Miscellaneous):

Landscaper; Traffic Control Technician; Laboratory Technician

GROUP VI:

Powderman and Blasters.

EQUIPMENT OPERATOR CLASSIFICATION GROUPS

GROUP I:

Fireman; Oiler; Helpers; Mechanic, Welder, Grease Truck; Screedman; Scale Operator (such as Bin-a-Batch); Rubber Tire Farm-type Tractor; Tractors (under 50 HP w/o attachments); Brakeman; Concrete Paving Curing Machine (bridge-type).

GROUP II:

Rollers; Sheepsfoot or Pneumatic Self-Propelled w/o dozer; Concrete Conveyor; Service Truck Operator (head oiler); Air Compressor (300 CFM & over); Pumps (6" & over); Screening Plants; Concrete Mixers (under 1 cy); Concrete Saw or Grinder-Span Type; Hoists (1 drum); Air Tugger; Elevating Belt-type Loaders; Fork-lift Lumber Stacker; Tractor-Farm type (under 50 HP w/attachments); Motorman & Industrial Locomotive Operator; Winch Trucks; Front End Loader (under 2 cy); Power Plants which generate over 15 KW; Welding Machines.

GROUP III:

Bituminous Distributors; Boilers, Retort & Hot Oil Heaters; Concrete Mixers (1 cy & over); Concrete Paver (single drum); Drilling Equipment; Motor Graders (rough); Shaft & Tunnel Equipment; Refrigeration, Slusher, Jumbo Form; Trenching Machine (all types); Pumpcrete & Gunite Machine; Slipform Paver; Mechanic Bull-floats; Concrete Slab Spreading Machine; Concrete Slab Finish Machine; Asphalt Plants; Bitum. Finish Machine; Crushing Plants.

GROUP IV:

Front End Loader (2 – 10 cy); Rollers Steel Wheeled (all types); Bulldozers; Scrapers (motor or towed); Elevating Graders; Concrete Batching Plants; Self-propelled Rollers, (equipped w/ dozer); Twin-Bowl Scrapers & Quad 8 or 9 Pushers; Three Bowl Scrapers; Tractor (farm-type) w/hydraulic Backhoes.

GROUP V:

Concrete Paver (double drum); Cat Cranes; Hysters; Side & Swingboom Cats; Hoist (2 drum); Auto Fine Grader.

GROUP VI:

Mucking Machine (all types); Motor Grader-Finish.

GROUP VII:

Hydraulic Cranes (with less than 50' of boom – 20 tons & under); Steam Engineers; Loader (Front-end & over 10 cy); Concrete Pump (snorkel type); Mechanic Welder.

GROUP VIII:

All Shovel Type Equip.; Cranes; Draglines; Backhoes; Derricks; Guy & Stiff Leg; Pipemobile (#2 Oper.); Piledriver; Hydraulic Cranes (20 tons & over); Mine Hoist (belt loader CMI type); Cranes, Draglines (w/ booms & jib over 150'); Shovel (wheel type); Boring Machine (tunnel or shaft mmole); Pipemobile.

TRUCK DRIVER CLASSIFICATION GROUPS

GROUP I:

Pick-up ¾ ton & under; Service Station; Lubrication; Light Tire Repair or Washer; Swamper or Riding Helper; Teamster 2 or 4 up; Ambulance Driver.

GROUP II:

Bus or Taxi Driver; Dump or Batch Truck (under 8 cy WLC); Flatbed (bobtail) 2 ton & under; Mechanic & Welder Helper; Forklift (under 5 ton MRC).

GROUP III:

Dump Trucks (includes all highway & off-highway, 8 – 16 cy WLC); Water, Fuel or Oil Trucks (less than 3,000 gals.); Flatbed (bobtail) over 2 tons.

GROUP IV:

Distributor Driver; Heavy Tire Repair; Lumber Carrier Driver; Young Buggy or Similar Equipment; Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment; Scissor Truck; Bulk Cement Bobtail 2 or 3 Axles; Semi-Trailer Driver (flatbed or van single axle); Forklift (5 ton & over MRC); Field Equipment Serviceman.

GROUP V:

Dumpster & Dumpcrete Driver; Water, Fuel or Oil Truck (3,000 – 6,000 gals.); Lowboy, Light Equipment Driver; Euclid-type Tank Wagon (under 6,000 gals.).

GROUP VI:

Vacuum Truck; Dump Trucks (including all hwy. & off-hwy., 16 – 22 cy WLC).

GROUP VII:

Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck-type Spreader Box Driver; Slurry Truck Driver; Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck & "A" Frame; Dump Trucks (including all hwy. & off-hwy., 22 cy to 35 cy WLC); Head Field Equipment Serviceman.

GROUP VIII:

Euclid Diesel Powered Turnarocker; Terra Cobra; DW 10; DW 20; Letourneau Pulls & Similar Diesel Powered Equipment; Lowboy Heavy Equip. Driver; Water, Fuel or Oil Trucks (6,000 gals. & over including Tank Wagon Drivers); Semi-Trailer Driver (flatbed or van tandems); Light Equipment Mechanic; Dump Trucks (including hwy. & off-hwy.) 35 cy WLC & over; Truck & Trailer or Semi-Trailer (flatbed); Eject All Driver.

GROUP IX:

Lowboy (heavy equip., double gooseneck); Heavy Equip. Mechanic; Welder (Body & Fender Man); Warehouseman; Material Checker-Cardexman; Expeditor.

SECTION 01010

SUMMARY OF WORK

PART I. - GENERAL

1. SUMMARY

A. Provide completed construction required by the Contract Documents.

B. Portions of the Work are shown as estimated quantities of defined units.

a. Addition and deletion of units of work and adjustment of the Contract Sum shall be times the amount of the Unit Price bid for each unit of work.

b. The Work includes minor demolition in preparation for new construction.

2. RELATED SECTIONS

A. Comply with General and Supplementary Conditions, and Division 1 – General Requirements.

B.. Applicable to the Drawings and all divisions and sections of the technical specifications: Requirements and instructions, unless otherwise specifically stated, are directed to, and shall be required of the Contractor.

a. Comply with the requirements of Section 01720, Project Record Documents.

b. See Section 02170, Site Cleaning.

3. SUBMITTALS

A. Make all submittals required by the specifications, in triplicate.

B. Within ten (10) days of the date of Notice to Proceed, submit to the Architect a list of subcontractors for three types work to be permitted and performed under this contract: (1) general building, (2) mechanical, (3) and electrical. If the Contractor is permitting one or more of the categories of work in-house, it shall so note on its listing. This information will be

provided to the Construction Industries Division, to ensure compliance with permitting and inspections requirements.

C. Make submittals for payment on NMSU's Application and Certification for Payment form, with AIA Document G703 or similar continuation sheet.

D. At Contract Closeout, submit proof that all segments of the Work were permitted and inspected according to Law. Final payment shall not be made until this condition is met.

4. DEFINITIONS

A In all divisions of the technical specifications, use of the word "include", or "includes" shall not be construed to be exclusive or limiting in nature.

B. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

5. CODES, QUALITY CONTROL

A. Obtain all permits required by Regulating Agencies, whether Local, State, or National, for the performance of the Work.

6. SITE CONDITIONS

A. See Article 8 of the Supplementary Conditions for requirements regarding the location and shutoff of utilities.

B. It is the Regents' intent that Record Documents shall provide information regarding the Work of this contract sufficient for use in future service, maintenance and remodeling of the building(s) or construction, including the actual products, materials and equipment used.

C. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

D. Keep driveways, entrances, and hallways serving the premises and buildings clear and available to the Owner and the public at all times. Do not use these areas for parking or storage of materials.

E. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. Store materials in areas as directed by the Architect.

7. WARRANTY

A. Provide warranties and guarantees as required by the General Conditions, Supplementary Conditions, Drawings and Specifications.

PART II. - PRODUCTS

1. MATERIALS

A. Materials, equipment, and products shall be as required by the Contract Documents, or approved by the Architect as equals.

PART 1 - EXECUTION

1.1 PERFORMANCE OF THE WORK

1.1.1 Perform all Work required by the Contract Documents, whether or not specifically cited in this section.

1.2 DISPOSITION OF MATERIALS AND ITEMS REMOVED

1.2.1 Unless otherwise specified or shown, all material removed under this Contract which is not acceptable or specified for reuse on this project or for delivery to the Owner shall become the property of the Contractor and shall be promptly removed from the site.

1.3 SITE CLEANING

1.3.1 Site cleaning shall be in accordance with Division 2, Section 02170, Site Cleaning.

1.4 PROTECTION OF EXISTING WORK

1.4.1 Protect existing work, buildings, building interiors and contents, utilities,

landscaping, sitework, and improvements. If damaged due to Contractor's actions, repair or replace to the satisfaction of the Architect, at no additional cost to the Owner.

1.5 PROJECT RECORD DOCUMENTS

1.5.1 Maintain current, complete and accurate Project Record Documents (as-builts) as the work progresses. Comply with the requirements of Section 01720, Project Record Documents.

END OF SECTION

SECTION 01700

JOB ORDER CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Comply with requirements of the Contract Documents for completion of the Work of each Job Order and its closeout.

B. Certification for final payment shall not be made until the Architect is satisfied that the required documents are complete and accurate, and the Architect certifies to the Owner and its representatives that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and that the quality of the Work is in accordance with the Contract Documents, and the Regents Representative for Contract Management (RRCM) certifies to the Owner that to the best knowledge, information and belief of the RRCM that the Contractor is entitled to payment in the amount certified.

1.2 CLOSEOUT SUBMITTALS

A. Make all submittals required by the Contract Documents for Job Order closeout.

PART 2 PRODUCTS

(Not used, see appropriate specification.)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. For each Job Order submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

B. Provide submittals to Architect/Engineer that are required by governing or other authorities.

a. Submit final Application for Payment identifying total adjusted Job Order Contract Sum, previous payments, and sum remaining due.

b. Submit release of liens.

c. Submit Release of Surety.

d. Submit Warranties.

e. Submit project record documents (as-builts) to Project Architect (Architect of Record).

f. Submit minimum 2 copies of operation and maintenance data, bound into loose leaf binders.

3.2 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

3.3 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This section defines the minimum requirements for Project Record Documents (As-builts). The mention of specific items here, and use of the word *include*, or *includes* shall not be construed to be exclusive of other items, or limiting in nature.

B. The Record Documents shall provide very detailed information regarding the Work of this contract as well as the existing site conditions encountered.

C. Compliance with the requirements of this section shall be a condition precedent to progress payments and final payment, which shall not be due until the Architect is satisfied that these recording procedures are being complied with and are up to date.

D. The Contractor shall be required to provide accurate Record Documents for each portion of the Work as part of his bid for that portion of the Work, without additional cost to the Regents.

1. The Contractor shall provide an accurate record of the location of all utility lines installed or modified under this contract, both covered and exposed-to-view in the interior of, within the walls of, under the building(s) and other structures, and on the site.

A. <u>Old Construction, Unusual Objects, and Utility Lines Encountered in the Course of the Work:</u>

1. In the course of the Work, when old construction, unusual objects, and utility lines are encountered (whether shown on the drawings or not, or whether located by the Owner or not), the Contractor shall be required to call PPD Utility Locates at 646-4544 so that Locates personnel can record the locations.

2. The Contractor shall be required to record on the Record Documents, in accordance with the requirements of this section, the location of all old construction, unusual objects,

or utility lines encountered, whether shown on the drawings or not, or whether located by the Owner or not.

3. To the extent determined sufficient by the Architect, the Contractor shall uncover all such old construction, unusual objects, or utility lines to determine their category and use, and shall then record as specified herein such information, backfill and compact as required by the Contract Documents for similar areas. The cost of additional work occasioned by the requirements of this paragraph and its related requirements shall be paid by Change Order in accordance with the General Conditions.

1.2 SECTION INCLUDES

A. Maintenance of Record Documents at the site.

B. Preparation and submittal of Record Drawings and Record Project Manual for Architect's review, at Substantial Completion of the Work.

C. Correction and delivery of complete and accurate Record Documents to the Architect, with or before application for final payment.

1.3 RELATED REQUIREMENTS

A. General Conditions of the Contract.

B. Division 1 - General Requirements Sections.

C. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection.

1.4 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain at the site for Owner one record copy of:

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.

6. Field test records.
7. Inspection certificates.
8. Manufacturer's certificates.

B. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.

C. Label and file project record documents and samples in accordance with section number listings in Table of Contents of the Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain record documents in a clean, dry, & legible condition. Do not use record documents for construction purposes.

E. Keep record documents and samples available for inspection by Architect.

F. Other Documents: Maintain manufacturer's certification inspection certifications, and field test records required by individual specification sections.

PART 2 - PRODUCTS (Not used.)

PART 3 - EXECUTION

3.1 PROJECT RECORD DOCUMENTS (AS-BUILTS)

A. As a condition precedent to final payment, the Contractor shall prepare and submit complete and accurate Project Record Documents acceptable to the Architect. Project Record Documents shall be required and marked for all civil, architectural, structural, mechanical, electrical, cable TV, telephone, data, fiber optics or other communications lines, plumbing, facilities management notification lines, and fire protection work.

3.2 RECORDING

A. General:

1. If original Construction Drawings were generated by computer, the Contractor may request a copy of the documents from the Architect, and make his changes, returning in that format the required Record Drawings.

2. Record drawings shall include both horizontal and vertical locations. Location of utility runs shall be recorded at least once for each horizontal unit of run of 25 feet or less.

a. Record information on one set of drawings, and in one copy of a Project Manual.

b. Provide identification of recorded information, maintaining separate line types and thicknesses for each major system. Do not use color identification, as it does not duplicate well.

c. Record information concurrently with construction progress, and as items requiring recording are encountered. When encountered, call Utility Locates at 646-4544 immediately. Do not conceal any Work until required information is recorded.

d. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:

1. Measured depths of elements of foundation in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and tures of construction.

4. Field changes of dimension and detail.

5. Changes made by modifications.

6. Details Contractor may wish to include to convey record information.
7. References to related shop drawings and modifications.

These marked up prints will be observed and signed off or approved monthly by Architect and they shall be corrected immediately if found by such observation to be either inaccurate or incomplete.

A. The record of old construction, unusual objects, or utility lines encountered shall include:

1. The type and size of old construction, unusual object, or utility line, as applicable.

2. Whether active or abandoned.

3. The vertical and horizontal location of the line in reference to the permanent datum or bench mark(s) used for recording such information at the site. Record at least one location for each horizontal unit of run of 25 feet or less uncovered.

4. The depth of cover over such lines after final grading is accomplished.

B. Project Manual/Specifications: Legibly mark each item to record actual construction, including:

1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.

2. Changes made by Addenda and Modifications.

3.3 DELIVERY OF INITIAL PROJECT RECORD DOCUMENTS

A. Near Substantial Completion of the Work, deliver to the Architect for review, the marked-up record blackline prints and Project Manual which were kept at the Project Site and labeled as "PROJECT RECORD."

B. The Architect will review the Project Record Documents (prints and project manual), and if deemed necessary, return to the Contractor with the Architect's comments and recommendations for correction.

C. Upon correction and completion of the "Project Record Documents," prepare for submittal to the Architect.

3.4 DELIVERY OF COMPLETE CORRECTED RECORD DOCUMENTS

A. At Contract Closeout, deliver to the Architect all Record Documents and Samples required by the Contract Documents, including final revisions of the documents, as follows:

1. The marked-up "Project Record" prints.
2. The corrected "Project Record" prints.
3. Mylar "Project Record" drawings dated and signed by the Contractor.
4. Four complete sets of blackline prints of the "Record Drawings".
5. The corrected "Project Record" project manual.
6. The marked-up "Project Record" project manual.

B. Transmit the Record Documents with cover letter in duplicate, listing:

1. Date.
2. Project title and project number.
3. Contractor's name, address, and telephone number.
4. Number and title of each Record Document
5. Signature of Contractor or authorized representative.

3.5 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. Certification for final payment shall not be made until the Architect is satisfied that the Record Documents are complete and accurate, and the Architect certifies to the Owner and its representatives that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and that the quality of the Work is in accordance with the Contract Documents, and the Regents Representative for Contract Management (RRCM) certifies to the Owner that to the best knowledge, information and belief of the RRCM that the Contractor is entitled to payment in the amount certified.

END OF SECTION

SECTION 02170

SITE CLEANING

PART I. - GENERAL

1. SUMMARY

A. The Work of this section shall include, but shall not necessarily be limited to, the provision of labor, equipment, materials, and other incidentals necessary to accomplish the continuous during-construction, and final cleaning of the site, as shown on the drawings and described in the specifications.

PART II. - PRODUCTS

1. DISPOSITION OF MATERIALS REMOVED

A. Unless otherwise specified, all material removed under this Contract and specification which is not acceptable for, and which is not specified for reuse on this project shall become the property of the Contractor and shall be promptly removed from the site.

PART 1 - EXECUTION

1.1 CLEANUP

1.1.1 During the course of the Work, excess waste materials shall be continuously and promptly removed. All reasonable precautions shall be taken to avoid damage to existing utilities and improvements, including sprinklers, plants, and lawns.

1.1.2 The washing of concrete trucks and chutes, and the dumping of excess concrete or other cementitious material on campus shall not be allowed, except at location(s) and as specifically directed by the Architect. At the completion of the Work, the Contractor shall be required to remove from the campus and properly dispose of all such dumped materials, including the surrounding soils contaminated thereby.

1.1.3 All paint residues and vehicle deposits such as oils and fuels which, due to the course of the work, contaminate site or campus soils shall be removed together with the contaminated soils, and such soils shall be replaced if required, with equal soils, clean and uncontaminated. In no case shall any contaminated soil or soils contaminating material or substance (including paints, oils, fuels, and cements) be turned under at the site during grading or fill operations.

1.1.4 Cleanup and Raking of Lawn Areas; Unless otherwise specified, in areas where there is existing lawn, and where any action or traffic by the Contractor or his employees in the execution of the work shall cause soils, stones, pebbles, aggregates, or other solid materials to be raised to, or placed upon the surface, the Contractor shall rake clean all areas affected, leaving no solid stones, mortars, aggregates, other solid matter or material exposed on the surface in excess of 3/4 inch in size when measured in any direction. Raking shall occur as directed after backfilling and compaction, to allow for mowing, and shall reoccur whenever redisturbed through any action or traffic by the Contractor or his employees in the execution of the work throughout the duration of the contract.

1.1.5 Final Cleanup and Raking; Unless otherwise specified, the Contractor shall, in addition to other cleanup requirements specified, perform a final cleanup of the entire site, leaving no excess materials, paper, cartons, or other refuse at the site. No burning shall be allowed at the site. This cleanup shall include the gathering, removal, and proper off-campus disposal of all refuse originating from the work of this contract or the Contractor's employees thereon, which may, by whatever means, have been transported off site to adjacent properties, or rights-of-way.

1.1.5.1 In all non-paved areas which are shown on the Drawings or described in the specifications or addenda to receive planting under this contract or after the work of this contract, or which contain existing planting: The Contractor shall, after bringing finish elevations to the specified degree(s) of compaction, slopes, and grades, rake clean and smooth all planting areas (so noted on the drawings or described in the specifications), leaving no solid stones, mortars, aggregates, other solid matter or material exposed on the surface in excess of 3/4 inch in size when measured in any direction.

1.1.5.2 In all non-paved areas which are not shown on the Drawings, or described in the specifications, or addenda, to receive planting under this contract or after the work of this contract: The Contractor shall, after bringing finish elevations to the specified degree(s) of compaction, slopes, and grades, rake clean and smooth all such areas, leaving no stones, mortars, aggregates, other solid matter or material exposed on the surface in excess of 1 1/2 inch in size when measured in any direction.

1.2 INSPECTIONS AND ACCEPTANCE

1.2.1 The final cleanup may be performed in sections or areas and at times as agreed to by the Architect and the Contractor. After the acceptance of each area, reraking shall

not be again required to remove over-sized materials dislodged and brought to the surface by non-construction traffic or erosion. Only the reraking of accepted areas which are later disturbed by the Contractor, his employees, delivery persons and vehicles, or others in the performance of the Work or access thereto shall be required.

END OF SECTION