

PROJECT MANUAL

CITY OF ALAMOGORDO
RE-ROOF
- MULTIPLE SITES

January 20, 2022
Desert Peak Project # 450-02
PWB No. 2022-002

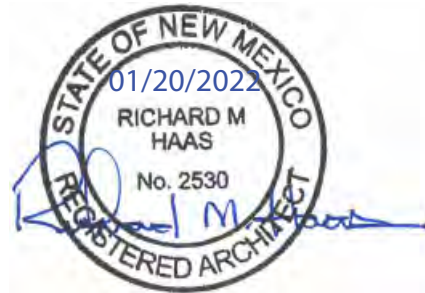


Desert Peak
Architects, P.C.
311 N. Main Street
Las Cruces, NM 88001

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The technical material and data contained in the Specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Architect, licensed in the State of New Mexico, is affixed above.

All questions about the meaning or intent of these documents shall be submitted only to the Architect of Record, stated above, in writing.

Richard Haas, AIA

January 20, 2022

ARCHITECT OF RECORD

DATE

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SECTION 1 - ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City of Alamogordo at 1376 E. Ninth Street, Alamogordo, New Mexico, 88310, Attn: Engineering Department for the construction of the Project known as **"Reroof Multiple Sites", Public Works Bid No. 2022-002, until 2:00 pm on March 9, 2022**, at which time the Bid Opening and reading of the Bids received will begin in the Commission Chambers at 1376 E. Ninth Street, Alamogordo, New Mexico. The tabulation of Bids will be considered by the City Commission of the City of Alamogordo at its next regular meeting, or at a later meeting if required.

The Work will consist of:

Overlay existing roofing system with new TPO membrane roofing system at Desert Lakes Golf Course Clubhouse.

Remove existing roofing system down to existing metal panels; provide and install new TPO membrane roofing system at Animal Control Kennel.

Remove existing roofing system down to existing gyp concrete decking; provide and install new TPO membrane roofing system at Alamogordo Police Department.

Construction Industries Division (CID) Project Classification Determination is GS21. In accordance with the provisions of the New Mexico Construction Industries Licensing Act, all project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for Bid Opening. The City has determined that the Contractor shall possess a valid license classification as specified above or other appropriate license classification under the Construction Industries Licensing Act at the time the contract is Bid. Any work outside the scope of the Prime Contractor's classification(s) must be subcontracted. Any work subcontracted by a Prime Contractor must be performed by an entity that is validly licensed in the classification(s) of the work that is to be subcontracted as of the date and time specified for Bid Opening. Bids that do not satisfy applicable licensing requirements will be considered non-responsive.

Specifications and Drawings will be available to BIDDERS on the **City Website through Vendor Registration and Bid Notification System** or by emailed requests to either bpyeatt@ci.alamogordo.nm.us or cgebhardt@ci.alamogordo.nm.us.

A Non-Mandatory Pre-Bid Meeting will be held at **1:30 pm on February 15, 2022**, in the Commission Chambers, 1376 E. Ninth Street, Alamogordo, New Mexico.

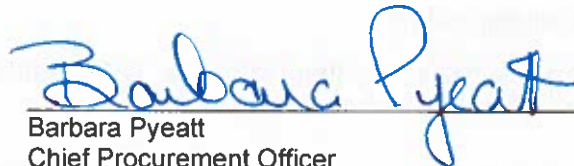
Prospective BIDDERS are advised of a 10% Bid Evaluation Criterion for area businesses that will apply to this Project. The CONTRACTOR is advised to obtain specific information as to the qualifications and conditions of the Bid Evaluation Criterion before submitting a Bid.

Each Bid shall be accompanied by a Bid Security in the amount of not less than five (5) percent of the total Bid amount.

The successful BIDDER will be required to furnish a Performance Bond and a Payment Bond in the amount of one hundred (100) percent of the Bid amount to assure performance of the Contract, and payment for all labor and materials of the Contract.

No Bids may be withdrawn within sixty (60) calendar days after the scheduled closing time for receipt of Bids, and the City of Alamogordo reserves the right to reject any or all Bids and waive all technicalities and formalities.

Attention of BIDDERS is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.



Barbara Pyeatt
Chief Procurement Officer
City of Alamogordo

Advertised on **February 6, 2022** and **February 13, 2022** in:

Alamogordo Daily News
Albuquerque Journal

SECTION 2 - INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

Terms used in these Instructions to BIDDERS which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an Award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to BIDDERS, the Bid Schedule, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

Before submitting a Bid, each BIDDER must:

- A. Examine and study the Project Plans and Contract Documents thoroughly.
- B. Visit the site to become familiar with local conditions that may in any manner affect performance of the Work.

Before submitting a Bid, each BIDDER may, at BIDDER's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Any explorations or tests that each BIDDER deems necessary for submission of the Bid shall be coordinated and performed with the prior approval of the City of Alamogordo. Any work of this nature will be done in strict compliance with all applicable permits, requirements, and regulations.

- C. Be familiar with federal, state, and local laws, ordinances, rules and regulations, affecting performance of the work and employment of labor.
- D. Carefully correlate any observations with the requirements of the Contract Documents.
- E. Notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.
- F. Note that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and neither the ENGINEER nor the OWNER assumes responsibility for the accuracy or completeness thereof. It shall be the CONTRACTOR's sole responsibility to locate all utilities before any work commences.

The submission of a bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with all requirements contained herein, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

3.0 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents shall be submitted via fax (575) 439-4117 or e-mail bpyeatt@ci.alamogordo.nm.us **Questions received after 4:00 p.m. on February 25, 2022 will not be answered.** Submitted questions will be answered by formal written addenda and will be binding. Oral clarification will not be binding.

Each Addenda shall be made part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. On the Bid Proposal, each BIDDER shall acknowledge receipt of each Addenda.

4.0 CONTRACT TIME

The number of calendar days within which, or the dates by which, the Work is to be substantially completed and ready for Final Payment (the Contract Time) as set forth in the AGREEMENT, Section 8. This time may be defined as a specified fixed date or a given number of calendar days. The Contract Time may be amended by mutual written Agreement to include authorized time extensions as the performance of the Contract requires.

5.0 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the AGREEMENT, Section 8.

6.0 SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if Awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitutes or "or-equal" items. Whenever it is indicated in the Drawings or in the Specifications that a substitute or an "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR, if acceptable to ENGINEER, application for acceptance will not be considered by ENGINEER until after the Effective Date of the AGREEMENT. The procedure for the submission of any such application by the CONTRACTOR for consideration by the ENGINEER is set forth in the General Conditions.

7.0 SUBCONTRACTORS

BIDDERS will submit to OWNER a list of all Subcontractors and other persons and organizations proposed for those portions of the Work whose value in services is \$5,000.00 or more. **SUCH LIST WILL BE COMPLETED AND SUBMITTED WITH THE BID AND SHALL INCLUDE THE NAME AND ADDRESS OF EACH SUBCONTRACTOR AND THE NATURE OF THE WORK TO BE PERFORMED.** If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, they may before giving the Notice of Award, request the Apparent Low BIDDER to submit an acceptable

substitute Subcontractor. The Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. If the Apparent Low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person, or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

The CONTRACTOR shall not be required to employ any Subcontractor, other person, or organization against whom CONTRACTOR has reasonable objection.

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract must be acceptable to the OWNER.

8.0 WAGE RATES

The BIDDER's attention is directed to the fact that the prevailing State Wage Rate Decision listed by the New Mexico Department of Workforce Solutions and contained in Section 12, herein, shall also be made a part of the Contract. It shall be the BIDDER'S responsibility to be thoroughly informed of all state, federal and local laws and statutes pertaining to the employment and shall strictly adhere to such laws and regulations.

9.0 COLLUSION - GENUINE BID

The BIDDER, by submitting a Bid, certifies that the Bid is genuine and is not a sham or collusive, or made in the interest, or in the behalf of any person not named as BIDDER, and that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a sham Bid, or any other person, firm or corporation to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

10.0 QUANTITIES

The quantities set forth in the Bid Schedule are estimated quantities. Payment will be made at the unit price bid amounts for the Work actually performed. The City reserves the right to increase or decrease quantities. The CONTRACTOR shall not be paid for any portion of the Project built beyond plan dimensions and thickness. The OWNER has the right (and BIDDER by submission of a Bid, agrees OWNER has this right) to increase or reduce the quantities shown in the Bid Schedule up to twenty-five (25) percent before the CONTRACTOR can present a claim to adjust the unit bid prices.

11.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.0 GROSS RECEIPTS SURETY BOND

Effective July 1, 1975, New Mexico House Bill 262 added Section 7-1-55, NMSA 1978 to the Tax Administration Act, Subsection A, provides for any person engaged in the construction business, as defined in Section 7-9-3, NMSA 1978, who does not have its principal place of business in New Mexico and enters into a prime construction contract to be performed in this state, at the time such contract is entered into, to furnish the Commissioner of Revenue or an authorized delegate with a surety bond, or other acceptable security, in a sum equivalent to the gross receipts to be paid under the contract, multiplied by the sum of the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978, plus the rate of tax imposed by the local option gross receipts tax. Upon receipt of a surety bond, or other acceptable security, the Commissioner, or the delegate, shall issue a certificate stating that the requirements of this section have been met.

13.0 SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all Work performed under this Contract, the CONTRACTOR shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain in the Project Office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

14.0 WORK ON OR ADJACENT TO PRIVATE PROPERTY

The CONTRACTOR shall be required to provide access for the residents and businesses along the construction route to the satisfaction of the ENGINEER. In addition, any private improvements that exist shall be preserved against damage from the CONTRACTOR's activities. The CONTRACTOR shall be required to remove and rebuild any improvements damaged during construction at his sole expense. These improvements include but are not limited to: buildings, fences, sidewalks, structures, walls, driveways, and landscaping. The CONTRACTOR shall not be allowed to make a claim for additional Time or expense due to rebuilding improvements damaged by construction activities.

Except as specified otherwise, in the execution of work on private property, the CONTRACTOR shall make all arrangements with the private property owners to the satisfaction of both the private owner and the ENGINEER before proceeding with the Work. Items removed on private

property to facilitate access to the Work shall be replaced to a condition satisfactory to both the private property owner and the ENGINEER at the cost of the CONTRACTOR.

15.0 TWELVE (12) HOUR CALL-OUT NOTICE

The CONTRACTOR shall be required to maintain a clean, safe work site as well as adequate, safe access for all residents and businesses along the construction routes, to the satisfaction of the ENGINEER. This Work shall include any measures necessary to keep the site clean and safe, and provide access, including but not limited to routine sweeping, treatment to prevent blowing soil, complete removal of mud, grading, temporary driveways, and import of dry suitable material to form temporary driving surfaces.

Upon verbal notification by the ENGINEER, the CONTRACTOR shall perform whatever measures necessary to provide the required cleanup for adequate and safe site conditions and access to adjacent property. The CONTRACTOR shall have twelve (12) hours to respond and begin the work required to clean up the work site or provide said access.

Failure by CONTRACTOR to respond and begin corrective Work within twelve (12) hours will cause OWNER to hire an independent CONTRACTOR to perform the Work required, as determined solely on the ENGINEER's opinion, and withhold all expenses incurred from the CONTRACTOR's Payment for the Project. The CONTRACTOR, by submission of a Bid, agrees to the above stated conditions and is required to sign the Call Out Notice Acknowledgment in Section 3 - Bid Schedule.

16.0 COPIES OF BIDDING DOCUMENTS

"Specifications and Drawings will be available to BIDDERS on the **City Website through Vendor Registration and Bid Notification System** or by emailed requests to either *bpyeatt@ci.alamogordo.nm.us* or *cgebhardt@ci.alamogordo.nm.us*.

Complete sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

16.1 PLAN HOLDER LIST

Included at the end of this Section is a form for those vendors who wish to be placed on the Plan Holder List for this project. Those vendors must complete this form and forward it to the Purchasing Department. Only those vendors who elect to return this completed form will be placed on the Plan Holder List.

17.0 SUBMISSION OF BIDS

The following bid documents are to be submitted as your Bid:

Section 3 - Bid Schedule

Section 4 - Subcontractor's Fair Practice Act Compliance

Section 5 - Bid Bond

Section 6 - Statement of Bidders Qualifications

Section 7 - Campaign Contribution Disclosure Form,

Resident Business Certificate (if applicable),

Resident Veterans Preference Certification (if applicable)

- Copy of State of New Mexico, Regulation and Licensing Department, Construction Industries Division License(s)

- Copy of New Mexico Department Workforce Solutions, Certificate of Public Works Registration

and any other information that may be required.

Prices shall be filled in for all items on the Bid Schedule (Section 3). The Bid Schedule must be completed in ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed to the Bid and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an Acknowledgment of Receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule), and acknowledgment of the Twelve (12) Hour Call-Out Notice.

Bids shall be submitted before the time and place stated herein. Bids received after the Bid Opening time will be returned unopened. Faxed bids will not be accepted.

The address and telephone number for communications regarding the Bid must be shown.

Alterations to Bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid. Any Bid not duly signed will not be considered. All Bids shall be submitted and received with the understanding that the BIDDER accepts the terms and conditions as set forth herein.

Each Bid, accompanied by the Bid Security and all other required documents shall be placed in a sealed opaque envelope marked with the words "Bid Proposal", the Project title, the Public Works Bid Number (shown on the title sheet of the Specification book), Attn: Engineering Department, and the name and address of the BIDDER.

18.0 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each BIDDER must submit with their Bid, the "Statement of Bidder's Qualifications" contained in Section 6 herein. The City of Alamogordo reserves the right to require additional information and to reject any and all bids from BIDDERS that OWNER determines not to be qualified to carry out the obligations of the Contract and complete the Project.

19.0 BID SECURITY

Bid Security in the amount of five (5) percent of the amount of the Bid shall accompany the Bid documents. This Bid Security must be in the form of a certified or bank cashier's check, payable without condition or recourse, to the OWNER or it may be a Bid Bond issued by a surety licensed to conduct business in the State of New Mexico and be named in the current list of the Insurance Division, State Corporation Commission, Santa Fe, New Mexico.

The attached Bid Security is to become the property of the OWNER in the event the AGREEMENT and Bonds are not executed within the time specified in these Instructions to Bidders, as liquidated damages for the delay and additional expenses caused to the OWNER. The Bid Security is submitted as a guarantee that the BIDDER, if Awarded the Contract, will Execute such Contract in accordance with the Bid Schedule - Section 3, and in the manner and form required by the Contract Documents.

The Bid Security of the three (3) lowest Bidders will be retained until the Contract is Awarded or other disposition is made. Bid Proposals submitted without the required Bid Security will not be considered. Attorneys-in-fact who sign the Bid Security must file a certified and effective dated copy of their power of attorney.

The Bid Security of the successful BIDDER will be retained until such BIDDER has Executed the Agreement and furnished the required Contract security. If the successful BIDDER fails to Execute and deliver the Agreement and to furnish the required Contract Security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the Award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the Executed AGREEMENT or the sixty-first (61st) day after the Bid Opening.

20.0 GROSS RECEIPTS TAXES, PERMITS AND LICENSES

Prices stated in the Bid Schedule shall not include applicable State gross receipts or applicable local option taxes. Taxes shall be added to the subtotal Bid amount. The CONTRACTOR will be reimbursed for the actual gross receipts tax liability incurred during construction. The CONTRACTOR will be responsible for all permits and licenses required to perform the Work.

21.0 OPENING OF BIDS

BIDDERS are invited to be present at the Bid Opening. The person reading the Bids will utilize the following procedure prior to reading the amount of the Bid:

- A. Read name of BIDDER and BIDDER's New Mexico contractor's license number and classification.
- B. Check for list of Subcontractors to be utilized on the Project.
- C. Verify that the proper Bid Security is enclosed.
- D. Verify receipt of the Statement of Bidder's Qualifications.
- E. Verify Bidder's Acknowledgment of each Addendum issued, if any.

- F. Verify Bidder's Acknowledgment of the Twelve (12) Hour Call-Out Notice.
- G. Determine whether the Bid Schedule is signed.
- H. Verify receipt of State of New Mexico, Regulation and Licensing Department, Construction Industries Division License.
- I. Verify receipt of New Mexico Department Workforce Solutions, Certificate of Public Works Registration.
- J. Verify receipt of Campaign Contribution Disclosure Form.
- K. Verify receipt of Resident Veterans Preference Certification.
- L. Verify any other information that may be required from other funding sources. (If this is a federally funded project, federal "pink sheets" must be completed and signed.)
- M. Proceed with reading the Bid amounts.

If any of the requirements of the Contract Documents have not been met, the Bid shall be subject to rejection based solely on the OWNER'S discretion.

22.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

The OWNER will require time to study and canvass each Bid to determine which Bid is in the best interest of the OWNER. In consideration thereof, no Bid Proposal may be withdrawn after the scheduled closing time for receipt of Bids, for a period of sixty (60) days. The OWNER may return any or all Bids along with the Bid Security prior to that date.

23.0 AWARD OF CONTRACT

The OWNER reserves the right to reject any and all Bids, to waive any and all formalities. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the OWNER to make an Award to that BIDDER.

In evaluating Bids, the OWNER will consider the qualifications of the BIDDERS as well as other prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Schedule or by the OWNER prior to the Notice of Award.

The OWNER may consider the qualifications and experience of the CONTRACTOR, Subcontractors, suppliers, and other persons and organizations proposed in evaluating the Bids. The OWNER may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

The OWNER may conduct such investigations as deemed necessary in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of each BIDDER, proposed Subcontractors, suppliers and other persons and organizations to perform and furnish the Work. If requested by the OWNER, the BIDDER shall provide a certified statement of financial condition.

The Contract will be Awarded to the BIDDER whose evaluation by the OWNER indicates that said Award will be in the best interests of the City.

If the Contract is to be Awarded, OWNER will give the Successful BIDDER a Notice of Award within seventy-five (75) days after the day of the Bid Opening. BIDDERS are hereby notified that, if Awarded the Contract, they **MAY NOT** assign payments due under the Award without permission of the OWNER. Further, BIDDERS are notified that consent to such assignments will be rarely granted.

24.0 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, AND CERTIFICATE OF INSURANCE BOND

Upon receipt of Notice of Award, the BIDDER will Execute the formal Contract Documents within ten (10) days and deliver the Performance Bond, Labor and Material Bond and Certificate of Insurance as required herein, naming the OWNER as co-insured. Each Surety Bond shall be in the amount of one hundred (100) percent of the total Contract Price as security for the faithful performance of the Contract and for the payment of all labor and materials. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico and acceptable to the OWNER and shall otherwise meet the requirements set forth in the Contract Documents. Attorneys-in-fact who sign Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Sureties must also identify a service agent in the State of New Mexico.

OWNER reserves the right to require that any Bond furnished pursuant to the Contract Documents be in a form acceptable to OWNER. OWNER may reject any Bond which is not acceptable. CONTRACTOR'S inability to provide a Bond acceptable to OWNER may serve to render the Bid non-responsive.

25.0 EXECUTION OF CONTRACT

The Contract Agreement shall be Executed in two (2) counterparts, any one of which shall be deemed to be an original, and shall be distributed as follows:

CONTRACTOR	1 original
OWNER	1 original

26.0 CONSTRUCTION SCHEDULE

The CONTRACTOR shall submit to the OWNER a proposed construction schedule in accordance with Article 2.8 of the General Conditions, Section 13. The CONTRACTOR is required to schedule the Work so as to minimize disturbance to the local residents and businesses. Allowable days for the contract are described in Section 8, Article 3, Contract Agreement.

27.0 MAJOR EQUIPMENT

Upon the Execution of the Contract Documents, the CONTRACTOR shall immediately place orders for all equipment and materials to be used on the Project. It is recommended that the CONTRACTOR place tentative orders, subject to cancellation for failure to complete the Contract Documents upon Notification of Award, for all equipment and materials with critical delivery dates.

28.0 SHOP DRAWINGS

Shop Drawings, descriptive literature and calculations as required covering all materials and equipment proposed for the job shall be submitted in three (3) copies by the CONTRACTOR to the ENGINEER for approval. The purpose of the Shop Drawings is to show the ENGINEER that the CONTRACTOR understands the design concept, demonstrating CONTRACTOR's understanding by indicating which equipment and material CONTRACTOR intends to furnish and install, and by detailing the fabrication and installation CONTRACTOR intends to use.

All data submitted shall be complete, including type, size, number required, etc., as called for in the Contract, Project Plans, and Specifications. If material or equipment other than that specified is submitted for approval, the submittal data shall clearly show and point out any differences with adequate information to determine its equality.

The approval of the Shop Drawings by the ENGINEER shall not be construed as a complete check, but will indicate that the general method of construction is satisfactory. Approval of the Shop Drawings will not relieve the CONTRACTOR of the responsibility for any errors or omissions which may exist. The CONTRACTOR will be responsible for the satisfactory construction of all Work covered under this Contract. If deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to, or after, Shop Drawing submittals are processed by the ENGINEER, the Design Drawings and Specifications shall control and shall be followed.

All data shall be submitted in strict accordance with the following procedures:

- A. Submit to the ENGINEER within fifteen (15) days after the Notice of Award.
- B. Submittals shall be made in groups of items which are related to facilitate cross checking and coordination.
- C. Each submittal shall be accompanied by a letter giving the CONTRACTOR's name, the Project name and an itemized list of the submittal data.

Should this procedure not be followed, the CONTRACTOR shall make no claim for loss of time or money as a result of delay in receiving approved submittal data. Material fabricated or equipment delivered to the site before the approved submittals have been returned to the CONTRACTOR shall be subject to rejection by the ENGINEER.

OWNER shall review each submittal and provide written acceptance or rejection within ten (10) working days after receipt.

29.0 WORK GUARANTEE

The CONTRACTOR shall guarantee in writing all Work constructed under this Contract against defective materials and workmanship as follows:

All items of Work shall be guaranteed for a period of one (1) year, unless stated otherwise in these Specifications.

The Performance Bond shall guarantee claims for damages due to the workmanship for the same period as stated above. The Guarantee Period begins on the date of Substantial Completion of the Work as determined by the OWNER. All corrective work satisfying the Guarantee Periods shall be accomplished at no cost to the OWNER. Emergency repairs performed by forces of or on the behalf of the OWNER will be billed to the CONTRACTOR. The Labor and Materials Payment Bond shall guarantee payment for all equipment, equipment rental, labor and materials for a period of one (1) year after Substantial Completion of the Work.

30.0 BID EVALUATION CRITERION FOR AREA

Effective March 15, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid Evaluation Criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If the Bid from the local business multiplied by 0.90 is less than or equal to the lowest responsible BIDDER, who does not qualify as a local business, the Contract will be offered to the local business at the same price as the lowest Bid. Acceptance of the offer is optional for the local business. If the area business rejects the offer, the Contract will be Awarded to the lowest responsible BIDDER.

Such acceptance by the area business must be in writing and signed by a principal officer of the firm. In addition, the acceptance package must include an affidavit that the area business meets the criterion set forth in the ordinance and an adjusted Bid Schedule such that the grand total is equal to the lowest BIDDER's Price.

31.0 PRE-BID MEETING

A Non-Mandatory Pre-Bid Meeting will be held at **1:30 pm on February 15, 2022**, in the Commission Chambers at 1376 E. Ninth Street, Alamogordo, New Mexico.

32.0 Construction Industries Division (CID) Project Classification Determination

Construction Industries Division (CID) Project Classification Determination is **GS21** as regulated by Construction Industries Division, 2550 Cerrillos Road, Santa Fe, NM 87505. In accordance with the provisions of the New Mexico Construction Industries Licensing Act, all project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for Bid Opening. The City has determined that the Contractor shall possess a valid license classification as specified above or other appropriate license classification under the Construction Industries Licensing Act at the time the contract is Bid. Any work outside the scope of the Prime Contractor's classification(s) must be subcontracted. Any work subcontracted by a Prime Contractor must be performed by an entity that is validly licensed in the classification(s) of the work that is to be subcontracted as of the

date and time specified for Bid Opening. Bids that do not satisfy applicable licensing requirements will be considered non-responsive.

33.0 NEW MEXICO PREFERENCES

To ensure adequate consideration and application of §13-1-21, NMSA (as amended), BIDDERS **must** include a copy of their preference certificate with their BID. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue
<http://www.tax.newmexico.gov/Business/in-state-veteran-preference-certification.aspx>

New Mexico Business Preference

A copy of the certification must accompany BID.

New Mexico Resident Veterans Business Preference

A copy of the certification must accompany BID.

Local Business Preference, New Mexico Business Preference, and New Mexico Resident Veterans Business Preference cannot be cumulative. The BIDDER will only be credited one of the preferences, as applicable.

PLAN HOLDER LIST

PW BID 2022-002

REROOF MULTIPLE SITES

Those vendors who wish to be placed on the Plan Holder list for this project, please complete this form and forward to the Purchasing Department. Only those vendors who elect to return this form completed will be placed on the Plan Holder List.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N. Florida Ave.
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

**REROOF MULTIPLE SITES
Public Works Bid No. 2022-002**

ITEM NO.	CONSTRUCTION ITEMS BASE BID	AMOUNT OF BID
001 - Base Bid	Lump Sum – Desert Lakes Golf Course Clubhouse Overlay existing roofing system with new TPO roofing system, complete, in place and accepted by Owner	\$ _____
002 – Base Bid	Per Linear Foot Provide and install new copper finish drip-edge flashing	\$ _____
003 – Add. Alt. #1	Lump Sum – Alamogordo Animal Control Remove existing roofing system down to existing metal roof panels, provide and install new TPO roofing system, complete, in place and accepted by Owner	\$ _____
004 – Add. Alt. #1	Per Square Foot Remove and replace unsuitable metal roof panels	\$ _____
005 – Add. Alt. #2	Lump Sum – Alamogordo Police Dept. Remove existing roofing system down to existing gyp concrete decking, provide and install new TPO roofing system, complete, in place and accepted by Owner	\$ _____
006 – Add. Alt. #2	Per Square Foot Remove and replace unsuitable gyp concrete decking	\$ _____

BASE BID TOTAL (ITEMS 001 & 002) \$ _____

ADDITIVE ALTERNATE #1 TOTAL (ITEMS 003 & 004) \$ _____

ADDITIVE ALTERNATE #2 TOTAL (ITEMS 005 & 006) \$ _____

**RE-ROOF MULTIPLE SITES
Public Works Bid No. 2022-002**

NOTE: Gross receipts tax shall be paid with each pay request as it is submitted at the current tax rate for City of Alamogordo, New Mexico (8.125%)

To the City of Alamogordo, New Mexico (hereinafter called "OWNER"), the undersigned, (hereinafter called "BIDDER"), in compliance with your invitation for bids for the construction of **RE-ROOF MULTIPLE SITES - Public Works Bid No. 2022-002**, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at **the lump sum fees and** unit prices stated above. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Schedule is a part. Unit prices shall include all labor, material, equipment, overhead, and profit attributable to that scope of work. The awarded contractor shall determine the extent of the scope of work for unit priced items in the field and provide a cost proposal based on the unit pricing provided within this Bid Schedule to the Owner and Architect for review and approval prior to commencing the work. Payment will be made on the basis of the lump sum fees and unit bid prices for confirmed and approved quantities.

BIDDER acknowledges receipt of the following addenda:

Callout Notice Acknowledgment

Authorized Signature of Bidder

Business Name of Bidder

Authorized Signature of Bidder

Printed Name and Title of Authorized Signature

BIDDER'S New Mexico Contractor's License No. & Classification, Federal Employee ID#

Address

Telephone

Fax

Email

(SEAL) If Bid Proposal is submitted by a corporation.

SECTION 4 - SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This Project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold	<u>\$5,000.00 or one-half (1/2) of one percent (1%) of the engineer's or architect's estimate of the total Project cost, whichever is greater.</u>
-------------------	--

For each category of the Project list, all Subcontractors, sub-Subcontractors, other organizations, persons which the BIDDER will be subcontracting, **who will perform work or labor, or render service to the BIDDER**, for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one Subcontractor, sub-Subcontractor, other organization, and/or person for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original Bid amount did not designate a subcontract, unless 1) the CONTRACTOR either received no bid for that category or one (1) bid was received (**note: the BIDDER must designate on the list of Subcontractors that either "no bid was received" or "one bid was received". The latter designation shall not occur more than one time on the subcontractor list**), or 2) the Work is pursuant to a change order that causes changes or deviations from the original Contract.

No CONTRACTOR whose Bid is accepted shall substitute any Subcontractor in place of the Subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Contractor and Subcontractors will register with the New Mexico Workforce Solutions on-line database exchange system at www.dws.state.nm.us/Public-Works

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD
(THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH BID)**

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone No. _____
Business Email Address _____
NM Contractor's License No. _____
Type of Work _____
Amount \$ _____
Federal Employer ID# _____

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone No. _____
Business Email Address _____
NM Contractor's License No. _____
Type of Work _____
Amount \$ _____
Federal Employer ID# _____

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone No. _____
Business Email Address _____
NM Contractor's License No. _____
Type of Work _____
Amount \$ _____
Federal Employer ID# _____

Signature of Authorized Representative for BIDDER _____ Date _____

Duplicate, complete, and submit additional sheets as required.

SECTION 5 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, as PRINCIPAL, and _____, as SURETY are held and firmly bound unto The City of Alamogordo, New Mexico, hereinafter called the OWNER, in the penal sum of _____ dollars, (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, personal representatives, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted the accompanying Bid, dated _____, 20____, for _____.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw said Bid within the period therein specified after the Opening of the same or, if no period be specified, within sixty (60) days after the said Opening, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to PRINCIPAL for signature, enter into a written Contract with the OWNER in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the PRINCIPAL shall pay the OWNER the difference between the amount specified in said Bid and the amount for which the OWNER may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____	[Individual PRINCIPAL]	_____	[SEAL]
		_____	[Business Address]
_____		_____	[Partnership] [SEAL]
_____		_____	[Business Address]

Attest: _____

By: _____
[Corporate PRINCIPAL]

_____ [Business Address]

By: _____ Affix
Corporate Seal

Attest: _____

_____ [Corporate SURETY]

By: _____ Affix
Corporate Seal
Countersigned

By: _____

Attorney-in-Fact¹, State of _____

¹Power-of-attorney for person signing for Surety Company must be attached to bond and must indicate availability for service in the State of New Mexico and a current mailing address.

**SECTION 6 - STATEMENT OF BIDDER'S QUALIFICATIONS
(TO BE SUBMITTED BY THE BIDDER AND INCLUDED WITH BID)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit additional information.

1. Name of Bidder and N.M. Contractor's License Number.
 2. Permanent main office address.
 3. When organized.
 4. If a corporation, where incorporated.
 5. How many years have you been engaged in the contracting business under your present firm or trade name?
 6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
 7. General character of work performed by your company.
 8. Have you ever failed to complete any work awarded to you? If so, where and why?
 9. Have you ever defaulted on a contract? If so, where and why?
 10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
 11. List your major equipment available for this Contract.
 12. Experience in construction work similar in importance to this project.
 13. Background and experience of the principal members of your organization, including the officers.
 14. Credit available: \$_____.
 15. Give bank reference:
-
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

17. The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this statement of BIDDER'S Qualifications. This _____ day of _____, 20____, dated _____ at _____.

Name of BIDDER

By: _____

Title: _____

State of _____)
County of _____)ss.

_____, the _____ of
Name Position

_____ being duly sworn,
Company Name

deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public

My Commission expires _____, 20____.

SECTION 7- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

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

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

The following definitions apply:

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

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

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

“Pendency of the Procurement Process” means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

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

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a Prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)

SECTION 8 - CONTRACT AGREEMENT

This AGREEMENT is dated as of the _____ day of _____ in the year **2022** by and between the City of Alamogordo, a New Mexico municipal corporation ("OWNER") and _____, a New Mexico corporation ("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire AGREEMENT between OWNER and CONTRACTOR concerning the work consist of the following:

- This AGREEMENT.
- Exhibits to this AGREEMENT.
- All required Bonds.
- Notice of Award.
- Conditions of the Contract (General, Supplementary, and Other Conditions).
- Project Specifications.
- Drawings with each sheet bearing the following general title:

**RE-ROOF MULTIPLE SITES
PUBLIC WORKS BID No. 2022-002**

- Notice to Proceed.
- Bid Documents and CONTRACTOR'S ***Bid Schedule***
- Certificate of Insurance.
- All Addenda Issued Prior to, and all Modifications Issued after, Execution of this AGREEMENT.

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this AGREEMENT, or repeated herein.

There are no Contract Documents other than those listed above in the Article 1. The Contract Documents may only be amended, modified or supplemented as provided in Section 13, General Conditions.

ARTICLE 2 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**RE-ROOF MULTIPLE SITES
PUBLIC WORKS BID No. 2022-002**

consisting of the following: See attached ***Exhibit A***.

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER. Substantial Completion shall be achieved within one hundred (100) calendar days after the date of written "Notice to Proceed" for the Base Bid and seventy-five (75) calendar days after the date of written "Notice to Proceed" for each of the Bid Alternates 1 and 2, except as hereafter extended by valid written Change Order, by the OWNER. Final Completion shall be achieved not later than fifteen (15) calendar days after the date of Substantial Completion.

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

ARTICLE 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR in current funds for performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Price determined as follows:

See CONTRACTOR'S *Bid Schedule*, attached hereto as *Exhibit B* and incorporated by reference.

ARTICLE 5 PROGRESS PAYMENTS

Based upon Applications for Payment submitted in accordance with Article 14 of the General Conditions, the OWNER shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the OWNER, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Price properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Price properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the OWNER; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire undisputed, unpaid balance of the Contract Price, shall be paid by the OWNER to the CONTRACTOR within ten (10) days after notification of the OWNER, by the Architect/Engineer that all incomplete and unacceptable Work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the CONTRACTOR shall provide to the OWNER a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

CONTRACTOR has studied and become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions as provided in Section 13, General Conditions, and accepts the determination of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 13, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for carefully locating said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 13, General Conditions.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

CONTRACTOR has given OWNER's Representative all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER's Representative is acceptable to CONTRACTOR.

ARTICLE 8 GENERAL AND SPECIAL PROVISIONS

The OWNER's Representative is Bob Johnson, Engineering Manager for the City of Alamogordo, New Mexico, who is hereinafter called OWNER's Representative and who is to act as OWNER's Representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER's Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

This AGREEMENT shall be governed exclusively by the provisions hereof, and by the laws of the State of New Mexico, as the same from time to time exist.

Terms used in this AGREEMENT, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

As between the parties to this AGREEMENT: As to all acts or failures to act by either party to this AGREEMENT, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant

Date of Substantial Completion, not later than the date of the OWNER's approval of the Final Certificate of Payment.

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

This AGREEMENT shall not become effective until it is signed by all parties which are required to sign this AGREEMENT.

The CONTRACTOR and his agents and employees are independent CONTRACTORs, and are not employees of the City of Alamogordo. The CONTRACTOR and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Alamogordo, as a result of this AGREEMENT.

The CONTRACTOR, upon final payment of the amounts due under this AGREEMENT, releases the OWNER, his officers and employees, and the City of Alamogordo from all liabilities and obligations arising from or under this AGREEMENT, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the CONTRACTOR may incur.

The CONTRACTOR agrees not to purport to bind the City of Alamogordo to any obligation not assumed herein by the City of Alamogordo unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

Notices

All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

City of Alamogordo
Engineering Department
1376 E. Ninth Street
Alamogordo, NM 88310

THE CONTRACTOR:

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

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

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

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

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

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

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

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

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

Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

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

A potential CONTRACTOR, or the CONTRACTOR, agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If CONTRACTOR fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have Executed two (2) originals of this AGREEMENT. One counterpart each has been delivered to CONTRACTOR and OWNER's Representative. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER's Representative on their behalf.

CONTRACTOR

By: _____

NM Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

OWNER
CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Brian Cesar, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Bengoechea, City Attorney

EXHIBIT A

The Work will consist of:

Overlay existing roofing system with new TPO membrane roofing system at Desert Lakes Golf Course Clubhouse.

Remove existing roofing system down to existing metal panels; provide and install new TPO membrane roofing system at Animal Control Kennel.

Remove existing roofing system down to existing gyp concrete decking; provide and install new TPO membrane roofing system at Alamogordo Police Department.

SECTION 9 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, *[Insert the name or legal title of the CONTRACTOR]*

_____ as Principal,
herein after called the CONTRACTOR, and *[Insert the legal title of the surety and address]*

_____ a corporation organized and existing under and
by virtue of the laws of the State of _____ and
authorized to do business in the State of New Mexico, hereinafter called the Surety, are held
and firmly bound unto *[Insert the name or legal title and address of the OWNER]*

_____ as Obligee, hereinafter called the OWNER, in the
amount of _____ Dollars (\$_____), for the payment whereof
CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated
_____, _____, entered into a contract described as follows:

_____ which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall
faithfully perform and complete said Contract according to its terms and comply with all
requirements of law, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever the CONTRACTOR shall be, and shall be declared by the OWNER to be, in default
under the said Contract, the OWNER having performed its obligations hereunder, the Surety
may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. At OWNER's option, obtain a bid or bids for submission to the OWNER for completing
said Contract in accordance with its terms and conditions and, upon determination by the
OWNER and Surety of the lowest responsible BIDDER, arrange for a contract between such

BIDDER and the OWNER and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto less the amount previously paid by the OWNER to the CONTRACTOR.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees in the Contract shall accrue from the date of completion and formal acceptance of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or its successors or assigns.

SIGNED AND SEALED _____, _____.

Contractor-Principal]

In presence of:

By: _____

Title: _____ [Surety]

Approved as to form:

By: _____
Attorney for the OWNER

Title: _____

\
Countersigned:

Surety's Authorized New Mexico Agent for Service

SECTION 10 - LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, *[Insert the name or legal title and address of the CONTRACTOR]*

_____, as PRINCIPAL, hereinafter called the CONTRACTOR, and *[Insert the legal title of the surety and address]*

_____, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, hereinafter called the Surety, as held and firmly bound unto *[Insert the name or legal title and address of the OWNER]*

_____ as Obligee, hereinafter called the OWNER and supplier of labor, material or supplies as joint obligees, in the _____ amount _____ of _____ dollars

(\$_____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____ entered into a contract described as follows:

which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall pay as they become due all just claims for labor performed and materials and supplies furnished upon or for the Work under the Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract there-under, then this

obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The right to sue on this bond accrues only to the OWNER and the parties to whom the right is granted pursuant to Section 13-4-1 et. seq., NMSA 1978 (1988 repl. pamp.) and New Mexico Law; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED ON _____, _____

[CONTRACTOR - PRINCIPAL]

In presence of:

By _____

Title: _____

Approved as to form:

[Surety]

Attorney for the OWNER

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent for Service

This bond is issued simultaneously with performance bond in favor of OWNER and suppliers of labor, materials or supplies for the faithful performance of the Contract.

SECTION 11 - CERTIFICATE OF INSURANCE

**PLEASE ATTACH AN INSURANCE CERTIFICATE
FROM A NEW MEXICO LICENSED INSURANCE AGENT
PER THE GENERAL CONDITIONS, SECTION 13
ARTICLE 5**

SECTION 12 - WAGE RATES

Wage Rates do not pertain to
Projects under \$60,000.00

You are hereby advised that where differences exist between the minimum wage rates shown, the higher wage rates shall govern, if applicable.



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Reroof Multiple Sites
Requested Date: 01/24/2022
Approved Date: 01/25/2022
Approved Wage Decision Number: OT-22-0206-B

Wage Decision Expiration Date for Bids: 05/25/2022

2) Physical Location of Jobsite for Project:
Job Site Address: 2351 Hamilton Road
Job Site City: Alamogordo
Job Site County: Otero

3) Contracting Agency Name (Department or Bureau): City of Alamogordo
Contracting Agency Contact's Name: Bob Johnson
Contracting Agency Contact's Phone: (575) 439-4129 Ext.

4) Estimated Contract Award Date: 03/22/2022

5) Estimated total project cost: \$200,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - Desert Lakes Golf Course Clubhouse
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Watertight roofing system

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$200,000.00	Overlay existing roofing system with new TPO roofing system, approximately 9,900 sf.



TYPE “B” – GENERAL BUILDING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	34.51	12.06	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	36.94	12.06	0.60
Boilermaker/blacksmith	34.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	35.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.97	9.50	0.60
Carpenter/Lather	26.48	12.14	0.60
Carpenter: Los Alamos County	29.24	13.94	0.60
Millwright/pile driver	35.08	27.57	0.60
Cement Mason	22.04	10.73	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classification: Zone 2			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60

Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Los Alamos County			
Ground man	25.27	11.76	0.60
Equipment Operator	36.27	16.09	0.60
Lineman/technician	45.47	18.36	0.60
Cable Splicer	49.59	19.50	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	35.20	12.21	0.60
Cable Splicer	38.72	12.31	0.60
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	38.37	12.30	0.60
Cable Splicer	41.89	12.41	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	40.48	12.36	0.60
Cable Splicer	44.00	12.47	0.60
Electricians-Inside Classification: Zone 4			
Wireman/low voltage technician	44.35	12.48	0.60
Cable Splicer	47.87	12.58	0.60
Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	31.42	8.87	0.60
Cable splicer	30.77	8.64	0.60
Electricians-Inside Classification: Los Alamos County			
Wireman/low voltage technician	40.48	14.38	0.60
Cable Splicer	44.00	14.67	0.60
Elevator Constructor	46.54	37.49	0.60

Elevator Constructor Helper	37.48	37.49	0.60
Glazier			
Journeyman/ Fabricator	21.00	6.45	0.60
Delivery Driver	11.50	6.45	0.60
Ironworker	27.70	17.89	0.60
Painter	17.75	8.20	0.60
Paper Hanger	17.75	8.20	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	26.21	8.00	0.60
Hand finisher/machine texture	25.21	8.00	0.60
Plasterer	23.95	9.59	0.60
Plumber/Pipefitter	33.10	13.10	0.60
Roofer	26.34	9.16	0.60
Sheet metal worker			
Zone 1	34.54	17.92	0.60
Zone 2 – Industrial	35.54	17.92	0.60
Zone 3 – Los Alamos County	36.54	17.92	0.60
Soft Floor Layer	20.75	8.45	0.60
Sprinkler Fitter	32.67	23.46	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	18.75	7.52	0.60
Group II- Skilled	19.75	7.52	0.60
Group III- Specialty	22.00	7.52	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	19.75	7.75	0.60
Group II- Skilled	21.50	7.75	0.60
Group III- Specialty	22.00	7.75	0.60

Operators			
Group I	22.63	7.67	0.60
Group II	24.79	7.67	0.60
Group III	25.25	7.67	0.60
Group IV	25.69	7.67	0.60
Group V	25.88	7.67	0.60
Group VI	26.09	7.67	0.60
Group VII	26.20	7.67	0.60
Group VIII	29.24	7.67	0.60
Group IX	31.63	7.67	0.60
Group X	35.03	7.67	0.60
Truck Drivers			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.



LABOR RELATIONS DIVISION

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Albuquerque, NM 87102
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226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Reroof Multiple Sites
Requested Date: 01/24/2022
Approved Date: 01/25/2022
Approved Wage Decision Number: OT-22-0207-B

Wage Decision Expiration Date for Bids: 05/25/2022

2) Physical Location of Jobsite for Project:
Job Site Address: 2910 North Florida Avenue
Job Site City: Alamogordo
Job Site County: Otero

3) Contracting Agency Name (Department or Bureau): City of Alamogordo
Contracting Agency Contact's Name: Bob Johnson
Contracting Agency Contact's Phone: (575) 439-4129 Ext.

4) Estimated Contract Award Date: 03/22/2022

5) Estimated total project cost: \$125,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - Animal Control Kennel
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Watertight roofing system

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$125,000.00	Remove existing roofing system down to existing metal roof panels, provide and install new TPO roofing system, approximately 3,500 sf.



TYPE “B” – GENERAL BUILDING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	34.51	12.06	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	36.94	12.06	0.60
Boilermaker/blacksmith	34.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	35.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.97	9.50	0.60
Carpenter/Lather	26.48	12.14	0.60
Carpenter: Los Alamos County	29.24	13.94	0.60
Millwright/pile driver	35.08	27.57	0.60
Cement Mason	22.04	10.73	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classification: Zone 2			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60

Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Los Alamos County			
Ground man	25.27	11.76	0.60
Equipment Operator	36.27	16.09	0.60
Lineman/technician	45.47	18.36	0.60
Cable Splicer	49.59	19.50	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	35.20	12.21	0.60
Cable Splicer	38.72	12.31	0.60
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	38.37	12.30	0.60
Cable Splicer	41.89	12.41	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	40.48	12.36	0.60
Cable Splicer	44.00	12.47	0.60
Electricians-Inside Classification: Zone 4			
Wireman/low voltage technician	44.35	12.48	0.60
Cable Splicer	47.87	12.58	0.60
Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	31.42	8.87	0.60
Cable splicer	30.77	8.64	0.60
Electricians-Inside Classification: Los Alamos County			
Wireman/low voltage technician	40.48	14.38	0.60
Cable Splicer	44.00	14.67	0.60
Elevator Constructor	46.54	37.49	0.60

Elevator Constructor Helper	37.48	37.49	0.60
Glazier			
Journeyman/ Fabricator	21.00	6.45	0.60
Delivery Driver	11.50	6.45	0.60
Ironworker	27.70	17.89	0.60
Painter	17.75	8.20	0.60
Paper Hanger	17.75	8.20	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	26.21	8.00	0.60
Hand finisher/machine texture	25.21	8.00	0.60
Plasterer	23.95	9.59	0.60
Plumber/Pipefitter	33.10	13.10	0.60
Roofer	26.34	9.16	0.60
Sheet metal worker			
Zone 1	34.54	17.92	0.60
Zone 2 – Industrial	35.54	17.92	0.60
Zone 3 – Los Alamos County	36.54	17.92	0.60
Soft Floor Layer	20.75	8.45	0.60
Sprinkler Fitter	32.67	23.46	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	18.75	7.52	0.60
Group II- Skilled	19.75	7.52	0.60
Group III- Specialty	22.00	7.52	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	19.75	7.75	0.60
Group II- Skilled	21.50	7.75	0.60
Group III- Specialty	22.00	7.75	0.60

Operators			
Group I	22.63	7.67	0.60
Group II	24.79	7.67	0.60
Group III	25.25	7.67	0.60
Group IV	25.69	7.67	0.60
Group V	25.88	7.67	0.60
Group VI	26.09	7.67	0.60
Group VII	26.20	7.67	0.60
Group VIII	29.24	7.67	0.60
Group IX	31.63	7.67	0.60
Group X	35.03	7.67	0.60
Truck Drivers			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.



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1596 Pacheco St, Suite 103
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Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Reroof Multiple Sites
Requested Date: 01/24/2022
Approved Date: 01/25/2022
Approved Wage Decision Number: OT-22-0208-B

Wage Decision Expiration Date for Bids: 05/25/2022

2) Physical Location of Jobsite for Project:
Job Site Address: 700 Virginia Avenue
Job Site City: Alamogordo
Job Site County: Otero

3) Contracting Agency Name (Department or Bureau): City of Alamogordo
Contracting Agency Contact's Name: Bob Johnson
Contracting Agency Contact's Phone: (575) 439-4129 Ext.

4) Estimated Contract Award Date: 03/22/2022

5) Estimated total project cost: \$65,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - Alamogordo Police Department
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Watertight roofing system.

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$65,000.00	Remove existing roofing system down to existing gyp concrete decking, provide and install new TPO roofing system, approximately 5,800 sf.



TYPE “B” – GENERAL BUILDING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	34.51	12.06	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	36.94	12.06	0.60
Boilermaker/blacksmith	34.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	35.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.97	9.50	0.60
Carpenter/Lather	26.48	12.14	0.60
Carpenter: Los Alamos County	29.24	13.94	0.60
Millwright/pile driver	35.08	27.57	0.60
Cement Mason	22.04	10.73	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classification: Zone 2			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60

Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Los Alamos County			
Ground man	25.27	11.76	0.60
Equipment Operator	36.27	16.09	0.60
Lineman/technician	45.47	18.36	0.60
Cable Splicer	49.59	19.50	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	35.20	12.21	0.60
Cable Splicer	38.72	12.31	0.60
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	38.37	12.30	0.60
Cable Splicer	41.89	12.41	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	40.48	12.36	0.60
Cable Splicer	44.00	12.47	0.60
Electricians-Inside Classification: Zone 4			
Wireman/low voltage technician	44.35	12.48	0.60
Cable Splicer	47.87	12.58	0.60
Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	31.42	8.87	0.60
Cable splicer	30.77	8.64	0.60
Electricians-Inside Classification: Los Alamos County			
Wireman/low voltage technician	40.48	14.38	0.60
Cable Splicer	44.00	14.67	0.60
Elevator Constructor	46.54	37.49	0.60

Elevator Constructor Helper	37.48	37.49	0.60
Glazier			
Journeyman/ Fabricator	21.00	6.45	0.60
Delivery Driver	11.50	6.45	0.60
Ironworker	27.70	17.89	0.60
Painter	17.75	8.20	0.60
Paper Hanger	17.75	8.20	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	26.21	8.00	0.60
Hand finisher/machine texture	25.21	8.00	0.60
Plasterer	23.95	9.59	0.60
Plumber/Pipefitter	33.10	13.10	0.60
Roofer	26.34	9.16	0.60
Sheet metal worker			
Zone 1	34.54	17.92	0.60
Zone 2 – Industrial	35.54	17.92	0.60
Zone 3 – Los Alamos County	36.54	17.92	0.60
Soft Floor Layer	20.75	8.45	0.60
Sprinkler Fitter	32.67	23.46	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	18.75	7.52	0.60
Group II- Skilled	19.75	7.52	0.60
Group III- Specialty	22.00	7.52	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	19.75	7.75	0.60
Group II- Skilled	21.50	7.75	0.60
Group III- Specialty	22.00	7.75	0.60

Operators			
Group I	22.63	7.67	0.60
Group II	24.79	7.67	0.60
Group III	25.25	7.67	0.60
Group IV	25.69	7.67	0.60
Group V	25.88	7.67	0.60
Group VI	26.09	7.67	0.60
Group VII	26.20	7.67	0.60
Group VIII	29.24	7.67	0.60
Group IX	31.63	7.67	0.60
Group X	35.03	7.67	0.60
Truck Drivers			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.



2022 SUBSISTENCE, ZONE AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

Bricklayers

- (1) Between 70 and 120 miles, \$55.00 per day
- (2) 121 or more miles, \$70.00 per day

Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

Drywall Finishers and Tapers

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.



Electricians (inside classifications)

- (1) For Albuquerque only:
 - (a) Zone 1 is classified as being within 40 miles from the main post office.
 - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
 - (a) Zone 1 is:
 - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
 - (ii) within eight miles from the main post office for Las Vegas.
 - (iii) within ten miles from the main post office for Santa Fe and Gallup.
 - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
 - (v) within fourteen miles from the main post office for Espanola.
 - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.

Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque.

Glaziers

- (1) When out-of-town travel is required, the employer shall pay the employee for suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$8.00 per hour.
- (2) If travel is within Santa Fe county, travel time shall be paid at \$3.00 per hour.

Laborers

- (1) Type A
 - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
 - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
 - (a) Work travel under 50 miles is a "free zone";
 - (b) The municipal limit of the city of Santa Fe is \$30.00 per day;
 - (c) Work travel between 50 and 75 miles from the union hall to include the municipal limits of Estancia, Grants, and Socorro is \$40.00 per day.
 - (d) All work over 75 miles from the union hall is \$50.00 per day.
- (3) Type H – no zone subsistence pay
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.

Millwrights

- (1) Work travel between 76 and 150 miles should be compensated at \$50.00 per day.
- (2) Work travel greater than 150 miles should be compensated at \$75.00 per day.

Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
 - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
 - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
 - (a) Base points for operators are 30 miles and beyond:
 - (i) Bernalillo county courthouse in Albuquerque;
 - (ii) State capital building in Santa Fe;
 - (iii) City hall in Farmington.
 - (b) Zone and subsistence for Albuquerque and Santa Fe are as follows:
 - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
 - (ii) work travel between 51 and 100 miles from the base point compensated at \$45.00 per day;
 - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$75.00 per day.
 - (c) Zone and subsistence for Los Alamos county, \$50.00 per day.
 - (d) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

Painters

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

Paper hangers

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.
- (3) Los Alamos county workers receive \$0.80 per hour incentive pay plus base and fringe.

Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

Sheet metal workers

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$80.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

Soft floor layer

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$21.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$31.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$115.00 per day, plus \$0.54 per mile when driving directly from home to the job site, and directly from job site to home or next job site, as assigned by the employer.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.

SECTION 13 - GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS AND TERMS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

AGREEMENT - The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are part of the AGREEMENT

Application for Payment - The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and a CONTRACTOR affidavit stating that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment

ARCHITECT - The person or firm designated by OWNER, who may or may not be an employee, who is responsible for providing architectural services under this AGREEMENT

Bid - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed

BIDDER - Any person, firm, or corporation submitting a responsive BID for the Work

Bonds - BID, performance and payment bonds, and other instruments of security furnished by CONTRACTOR or SUBCONTRACTOR and CONTRACTOR's or SUBCONTRACTOR's surety in accordance with the Contract Documents

Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the AGREEMENT

City Commission - The governing body of the City of Alamogordo

Contract Documents - The written AGREEMENT between the CONTRACTOR and the OWNER setting forth the obligations of the parties there under, including but not limited to the performance of the Work and the Basis of Payment. The Contract Documents include: the Advertisement for Bids, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to BIDDERS, CONTRACTOR's Bid, the Performance Bonds and Labor and Payment Bond (for both CONTRACTOR and SUBCONTRACTOR, if applicable to SUBCONTRACTOR), the Certificate of Insurance, the Statement of BIDDER's Qualifications, the Campaign Contribution Disclosure Form, the Notice of Award, the Notice to Proceed, these General Conditions, the Contract Specifications, any Special Conditions, any referenced Specifications or Standards, Drawings and Plans, and all Modifications to the above, including Change Orders and extensions of Contract Time, all of which constitute one instrument

Contract Price - The total monies payable to CONTRACTOR under the Contract Documents

Contract Time - The time specified in the AGREEMENT for completion of the Project. This time may be defined as a specified fixed date or a given number of calendar days. The Contract

Time may be amended by mutual written Agreement to include authorized time extensions as the performance of the Contract requires.

CONTRACTOR - The person, firm, or corporation with whom OWNER has executed the Agreement

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight

DESIGNER - The person or firm designated by OWNER, who may or may not be an employee, who is responsible for providing engineering services

Drawings or Plans - The drawings which show the character and scope of the WORK to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents

ENGINEER – The City of Alamogordo’s City Engineer or authorized representative.

Engineer of Record – Professional Engineer, licensed in the State of New Mexico, that stamps the design (plans). Can be either the City Engineer or a consultant

Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2

General Conditions - This document

Modification - (a) A written amendment to the Contract Documents signed by both parties; (b) a Change Order; (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3; or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the AGREEMENT

Notice of Award - The written notice by OWNER to the apparent successful BIDDER stating that, upon compliance with the conditions precedent to be fulfilled by CONTRACTOR within the time specified

Notice to Proceed - A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform the obligations set forth in the Contract Documents

OWNER - The City of Alamogordo, New Mexico, a New Mexico municipal corporation. The term “City” may be used interchangeably with the term “OWNER”

Project - The entire construction to be performed as provided in the Contract Documents

Project Manager – The OWNER’s representative who is delegated the responsibility for administration of the PROJECT and who is the primary point of contact for the CONTRACTOR

Project Close Out Documents - Project Close Out Documents consist of as-built drawings of the Project; waiver of lien certificates from all Subcontractors, material suppliers, or service

companies involved in the construction of the project; affidavit of release of liens that the lien releases or waivers attached include all parties above and any others who have lien rights; consent of surety for final payment prior to release of final payment; CONTRACTOR's certificate of completion that Project is complete in conformance with the Contract Drawings and specifications; written warranty (one year period) in accordance with Article 13.1 of these General Conditions.

Public Works Inspector - An authorized representative of ENGINEER who is assigned to inspect the technical aspects of the Project or any part thereof

Reference Specifications, Test Methods, and Applicable Codes - All standard specifications and test methods of any society, association, or organization referred to herein are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within an article or section shall include all general provisions of the article or section to which reference is made.) References to such standards refer to the latest published issues as of the date of the Invitation to Bid, unless otherwise specified. References to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid, unless otherwise specified

Service Connections - Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier, or distributor which have been approved by ENGINEER and which illustrate the equipment, material, or some portion of the Work

Special Conditions - Conditions which modify any article or paragraph of these General Conditions

Specifications (also Technical Specifications) - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK

Substantial Completion - Date, as certified by ENGINEER, when construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or a specified part thereof can be utilized for the purposes for which it was intended; or, if there be no such certification, the date when final payment is due in accordance with paragraph 14.13

Utility - Overhead or underground wires, pipes, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement operated and maintained to supply such commodities as water, gas, power, telephone, cable television, or sewer.

- A. Public Utility - Owned and operated by a municipality or another political subdivision of the State
- B. Private Utility - Owned and operated by a private company or corporation

Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the CONTRACT DOCUMENTS, including all labor, materials, equipment, incidentals, and the furnishing and installation thereof

ARTICLE 2 PRELIMINARY MATTERS

Execution of AGREEMENT

2.1. At least two (2) counterparts of the Agreement and such other Contract Documents as are required to be executed will be executed and delivered by CONTRACTOR to OWNER within ten (10) days of the Notice of Award; and OWNER will execute and deliver one counterpart to CONTRACTOR within ten (10) days of receipt of the executed Agreement from CONTRACTOR.

Delivery of Bonds and Insurance

2.2. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certificates of Insurance as CONTRACTOR and SUBCONTRACTORS may be required to furnish in accordance with Article 5 of these General Conditions.

Copies of Documents

2.3. OWNER shall furnish to CONTRACTOR one (1) complete set of the Contract Documents

CONTRACTOR's Pre-Start Representations

2.4. CONTRACTOR represents that CONTRACTOR is familiar with and assumes full responsibility for becoming familiar with the nature and extent of the Contract Documents, Work and locality; and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work. CONTRACTOR represents that CONTRACTOR has correlated CONTRACTOR's study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that CONTRACTOR has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications, that CONTRACTOR has made such additional surveys and investigations as CONTRACTOR deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that CONTRACTOR has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time; Notice to Proceed

2.5. The Contract Time will commence to run on the day indicated in a written Notice to Proceed is given, on the day indicated in the Notice to Proceed is issued by the OWNER. A Notice to Proceed may be given at any time within 30 days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

Starting the Project

2.6. CONTRACTOR may start to perform the WORK ONLY AFTER RECEIVING A WRITTEN Notice to Proceed.

Before Starting Construction

2.7. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents, and check and verify pertinent figures shown thereon, and check and verify all applicable field measurements. CONTRACTOR shall at once report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.8. The CONTRACTOR, within twenty-one (21) calendar days after being Awarded the Contract unless agreed otherwise by the OWNER, shall prepare and submit for the ENGINEER's approval, a CONTRACTOR's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be approved by CONTRACTOR's sureties, if any, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule may be significantly modified only upon prior written agreement of the CONTRACTOR and its sureties, if any, and the ENGINEER. CONTRACTOR shall conform to the most recently approved schedules and shall not be entitled to an extension of the Contract Time or an increase in the Contract Price for the time that may be required to obtain any Surety's approval.

2.9. Before starting the Work at the site, CONTRACTOR shall furnish OWNER certificates of insurance as required by Article 5 of these General Conditions. Within twenty (20) days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules; to establish procedures for the handling of Shop Drawings and other submissions and the processing of Applications for Payment; and to establish a working understanding between the parties as to the Project. The conference will be attended by the OWNER, ENGINEER, and CONTRACTOR.

ARTICLE 3 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1. The parties intend that the Specifications and Drawings describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Contract Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, CONTRACTOR shall call it to ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Contract Modification(s), Agreement, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and Detailed Drawings shall govern over General Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Reference to Standard Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the most current Standard Specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated.

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands

4.1. OWNER shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and any other lands designated for use by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12 of these General Conditions. CONTRACTOR shall provide for any additional lands and access that may be required for temporary construction facilities or storage of materials and equipment at their expense.

Physical Conditions-Surveys and Reports

4.2 The OWNER will, upon request, furnish to the CONTRACTOR copies of all relevant boundary surveys and other pertinent reports and material which are readily available in OWNER's office. OWNER has not made tests of subsurface conditions and makes no warranties or statements to CONTRACTOR as to the presence or absence of difficult excavation conditions.

Unforeseen Physical Conditions

4.3. CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

ENGINEER will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. ENGINEER shall obtain any necessary additional surveys and tests and furnish copies to CONTRACTOR. If appropriate, a Change Order shall be issued incorporating the necessary revisions.

The CONTRACTOR is responsible for locating and protecting underground and aerial utilities and constructions.

Reference Points

4.4. ENGINEER shall provide engineering surveys for construction to establish reference points which, in OWNER's judgment, are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise agreed) and shall protect and preserve the established reference points. CONTRACTOR shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to OWNER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

Physical Conditions - Underground Facilities

4.5. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities are based on information and data furnished to OWNER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly agreed:

4.5.1. OWNER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.5.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof, for repairing any damage thereto resulting from the Work, and for the cost; all of which will be considered as having been included in the Contract Price.

4.6. Not Shown or Indicated: If an Underground Facility is uncovered or revealed which was not shown or indicated in the Contract Documents and of which CONTRACTOR could not reasonably have been expected to be aware, CONTRACTOR shall promptly identify the owner of such Underground Facility and give written notice thereof to OWNER. OWNER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect the new condition, and the Contract Documents will be amended or supplemented to the extent necessary. During the interim, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. If the parties are unable to agree as to the amount or length of the appropriate adjustment, CONTRACTOR may make a claim therefor as provided in this Agreement.

ARTICLE 5 BONDS AND INSURANCE

Performance, Payment, and Other Bonds

5.1. CONTRACTOR and CONTRACTOR's SUBCONTRACTORS [if Subcontractors' contract for work to be performed on the Project is one hundred twenty-five thousand dollars (\$125,000) or more] shall furnish performance and payment Bonds as security for the faithful performance of this Contract and for payment of all the CONTRACTOR's and CONTRACTOR's SUBCONTRACTORS' obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price and shall be in a form acceptable to OWNER and issued by sureties which are licensed to conduct business in the State of New Mexico and which are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The Performance Bond shall include coverage for the Guarantee Period. Notwithstanding the obligation of any other party, person or entity to notify CONTRACTOR's and CONTRACTOR's Subcontractors' sureties, CONTRACTOR and CONTRACTOR's Subcontractors shall give immediate written notice to its sureties of any change in the Contract Sum, Contract Time, Scope of Work or any other event for which failure to give said sureties notice would operate to discharge a surety's liability. The Surety on the performance bond shall furnish a waiver by which it consents to progress or partial payments to the CONTRACTOR in accordance with this Contract. Surety shall further agree that such payment shall not preclude or stop the OWNER from showing the true character and quantity of the materials furnished or from recovering from the CONTRACTOR or Subcontractor or CONTRACTOR'S or Subcontractors' sureties such damages as the OWNER may sustain by reason of any deficiency in quantity of the materials with respect to which a progress payment was made.

If the surety on any Bond furnished by CONTRACTOR or SUBCONTRACTOR is declared bankrupt or becomes insolvent, or if its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR or SUBCONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

Insurance Requirements

5.2. Until final acceptance by the OWNER of the Work, the CONTRACTOR shall procure and maintain at CONTRACTOR's own expense insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the Contract, whether performed by the CONTRACTOR, CONTRACTOR's agents or employees or by Subcontractors. All insurance provided shall remain in full force and effect for the entire period of the Work, up to and including final acceptance, and the removal of all equipment and employees, agents and SUBCONTRACTORS there from.

I. Public Liability and Automobile Liability Insurance

- A. **General Liability:** Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:
\$500,000 each occurrence

\$1,000,000 aggregate

Property Damage Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

1. The policy to provide this insurance is to be written on a Comprehensive General Liability form which must include the following:

a. Coverage for liability arising out of the operation of independent Contractors.

b. Completed Operations Coverage.

c. Attachment of the Broad Form Comprehensive General Liability Endorsement.

2. In the event that any use of explosives is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

3. In the event that any form of work next to an existing building or structure is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to any building or structure due to excavation, including borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

4. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

A. Automobile Liability Insurance coverage for the CONTRACTOR (whether included in the policy providing General Liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$500,000 each person

\$1,000,000 each occurrence

Property Damage Liability:

\$1,000,000 each occurrence

II. Workers' Compensation Insurance

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

III. Owners' Protective Liability Insurance

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

Bodily Injury Liability:

\$500,000 each occurrence

Property Damage Liability:

\$100,000 each occurrence

Property Damage and Bodily Injury Combined:

\$1,000,000 aggregate

IV. Certificate of Insurance

The CONTRACTOR being Awarded the Contract shall furnish evidence of CONTRACTOR's insurance coverage by a Certificate of Insurance executed on a form acceptable to the OWNER, to be made a part of the Contract and included with the Contract Documents prior to signing the Contract. Such certificate shall indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled or allowed to lapse without giving the OWNER thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the OWNER on renewal of a policy or policies as necessary during the terms of the Contract. The OWNER shall not issue a Notice to Proceed until such time as the above requirements have been met.

V. Umbrella Coverage

The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for the individual CONTRACTOR. The OWNER will recognize excess coverage (Umbrella) as meeting the requirements of Subsection I of this Section should such insurance otherwise meet all the requirements of such Subsection.

VI. Optimal Insurance

The CONTRACTOR shall procure and maintain, when required by the OWNER, forms and types of Bailee insurance such as, but not limited to, Builder's Risk Insurance, which should include, but is not limited to, theft, vandalism, weather conditions and acts of God, CONTRACTOR's Equipment Insurance, Rigger's Liability Property Insurance, etc. in amounts necessary to protect the OWNER against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the

CONTRACTOR, including property of others being installed, erected or worked upon by the CONTRACTOR, CONTRACTOR's agents or Subcontractors.

VII. Railroad Insurance

In the event that railroad property is affected by the subject Contract, the CONTRACTOR is advised that, in addition to the above requirements, CONTRACTOR shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the CONTRACTOR will also obtain a Railroad Protective Liability policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions and exclusions found in the Form.

The policy must afford coverage as provided for in the standard Railroad Protective Liability Endorsement (AASHTO Form).

Additional Bonds and Insurance

5.3. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as OWNER may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

Registration

6.1 CONTRACTOR must be registered with the Industrial Division of the Department of Labor.

Supervision and Superintendence

6.2. CONTRACTOR shall supervise and direct the Work efficiently and with CONTRACTOR's best skill and attention. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but shall not be solely responsible for the negligence of others in the design or selection of a specific mean, method, technique, sequence, or procedure of construction which is indicated in and required by

the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.3. CONTRACTOR shall keep on the Work at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to ENGINEER (written notice only, NOT consent) except under extraordinary circumstances. The Superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

6.4. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.5. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.6. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents or directed by the ENGINEER.

6.7.1. CONTRACTOR shall assign to OWNER all express and implied warranties and Contract rights for materials and equipment installed in the Project and for which OWNER has paid CONTRACTOR.

Substitute Materials or Equipment

6.8. If the Specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, CONTRACTOR shall, prior to the conference called for by paragraph 2.9, make written application to ENGINEER for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and who may require CONTRACTOR to furnish such other data about the proposed substitute as ENGINEER considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR's expense.

Subcontractors

6.9. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER to reject defective Work or Work not in conformance with the Contract Documents.

If OWNER, after due investigation, has reasonable objection to any Subcontractor, other person, or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person, or organization against whom CONTRACTOR has reasonable objection. CONTRACTOR shall not, without the consent of OWNER, make any substitution for any Subcontractor, other person, or organization who has been accepted by OWNER unless OWNER determines that there is good cause for doing so.

6.10. CONTRACTOR shall be fully responsible for all acts and omissions of CONTRACTOR's Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.11. The sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade. All work shall be performed by persons licensed to perform such work by New Mexico Construction Industries Division.

6.12. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

Patent Fees and Royalties

6.13. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of OWNER, its use is subject to patent

rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend all such claims in connection with any alleged infringement of such rights.

Permits

6.14. CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of CONTRACTOR's Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

Laws and Regulations

6.15. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof; and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

Taxes

6.16. CONTRACTOR shall pay all New Mexico gross receipts, sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the law of the place where the Work is to be performed.

Use of Premises

6.17. CONTRACTOR shall confine CONTRACTOR's equipment, the storage of materials and equipment, and the operations of CONTRACTOR's workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall CONTRACTOR subject any part of the Work to stresses or pressures that will endanger it.

Record Drawings

6.19. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and currently annotated to show all

changes made during the construction process. These shall be available to ENGINEER and shall be delivered in good condition to OWNER upon completion of the Project.

Safety and Protection

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:

6.20.1. All employees on the Work and other persons who may be affected thereby;

6.20.2. All the Work and materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. 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.

6.20.4. All personal property that may be affected by the work.

The CONTRACTOR shall conduct construction operations in a manner which will minimize interference with the normal use of property adjacent to the construction Work and shall give owners of such property at least twenty-four (24) hours notice of the commencement of Work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. CONTRACTOR shall notify owners of adjacent utilities at least forty-eight (48) hours in advance when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in subparagraphs 18.4.1 and 18.4.2 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except for damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of DESIGNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that Work is acceptable.

6.21. CONTRACTOR shall designate a responsible member of CONTRACTOR's organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies

6.22. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER

or OWNER, is obligated to act, on self discretion, to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby; and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done in an emergency which arose from causes beyond CONTRACTOR's control entitles an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim as provided in Articles 11 and 12 of these General Conditions.

Shop Drawings and Samples

6.23. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), three copies (or, at ENGINEER's option, one reproducible copy) of all Shop Drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

6.25. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27. Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.28. ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from CONTRACTOR's responsibility for any deviations from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Cleanup

6.29. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work; and at the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

Indemnification

6.30. CONTRACTOR shall indemnify and hold harmless OWNER and its agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.31. In any and all claims against OWNER or any of its agents or employees by any employees of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.32. The obligations of CONTRACTOR under this Agreement shall not extend to the liability of OWNER, OWNER's agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications or (b) the giving of or the failure to give directions or instructions by OWNER, OWNER's agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

Notice to Surety

6.33. In all cases involving changes in the Work, the CONTRACTOR shall be obligated to promptly notify its Sureties, if any, of any change in Contract Price, scope of the Work or Contract Time which might operate to discharge the Sureties if notice were not provided. No obligation to notify a Surety or actual notice to a Surety by any other person or party shall operate to relieve CONTRACTOR of its obligation to notify a Surety.

Documents, Records and Correspondence

6.34. The CONTRACTOR shall maintain the following documents and records and, upon request by the OWNER, shall promptly make the records or legible copies thereof available to OWNER: Bid estimates, site observation reports, material and equipment invoices, payment records, payroll records, approved shop drawings, job meeting minutes, daily reports, logs and diaries, and photographs pertaining to the Work. The CONTRACTOR shall furnish copies of all correspondence pertaining to the Work to the OWNER upon request.

ARTICLE 7 WORK BY OTHERS

7.1. OWNER may itself perform additional Work related to the Project or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if performing the additional work directly) reasonable opportunity for the introduction and storage of materials and equipment and for the execution of work and shall properly connect and coordinate CONTRACTOR's Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to report shall constitute an acceptance of the work as fit and proper for the relationship of CONTRACTOR's Work except as to defects and deficiencies which may appear in the other work after the execution of CONTRACTOR's Work.

7.3. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of OWNER and of the other contractors whose work will be affected.

7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense or warrants an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 of these General Conditions.

7.5. Work by the CONTRACTOR and work by others shall be coordinated and expedited by the OWNER to prevent time delays and additional cost to the CONTRACTOR. Any extension of time and/or additional costs caused by other contractors may be claimed as provided in Articles 11 and 12 of these General Conditions.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all official communications to CONTRACTOR through ENGINEER, in writing.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10 of these General Conditions, OWNER (especially in certain instances as provided in paragraph 10.4) is obligated to execute Change Orders.

8.6. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.2.

8.7. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.11 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative

9.1. ENGINEER will be OWNER's representative during the construction period for the purpose of inspecting and approving the WORK.

Visits to Site

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER shall exercise reasonable skill and diligence to ensure that the completed Work will conform to the Contract Documents.

Clarifications and Interpretations

9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12 of these General Conditions.

Rejecting Defective Work

9.4. ENGINEER will have authority to disapprove or reject Work which is defective and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.7, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments

9.5. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.6. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12 of these General Conditions.

9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14 of these General Conditions.

Project Representation

9.8. The ENGINEER may designate a Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as delegated by the ENGINEER.

Decisions on Disagreements

9.9. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there-under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time, unless ENGINEER advises CONTRACTOR that additional time is needed in which to ascertain more accurate data.

9.10. The rendering of a decision by ENGINEER pursuant to paragraph 9.9 with respect to any claim, dispute or other matter will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of that claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities

9.11. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.12. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.13 or 9.14.

9.13. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 CHANGES IN THE WORK

Change Order:

10.1. Without invalidating the Agreement, OWNER may, at any time order additions, deletions or revisions in the Work; these will be authorized by written Change Orders. Upon receipt of a signed Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment may be made as provided in Article 11 or Article 12 of these General Conditions on the basis of a claim made by either party.

Field Order:

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER and CONTRACTOR, who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12 of these General Conditions.

10.3. Additional Work performed without authorization of a written and executed Change Order will not entitle CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.10.

10.4. OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER or which are required because of emergencies or as provided in Article 7 of these General Conditions or because of any other valid claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER and accepted by the OWNER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

10.6. CONTRACTOR shall not be entitled to receive damages or additional cost for delay reasonably caused by the OWNER, OWNER'S consultants, agents and employees. In such event, however, CONTRACTOR may be entitled to an extension of the Contract Time.

10.7. Changes in the Work which represent less than twenty-five percent (25%) of the value of the Work shall not be considered to change the scope of the Work provided that the operations and methods required to perform the change are not significantly different from those contemplated by the original Work.

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER within fifteen (15) days of the occurrence of the event giving rise to the claim but before the CONTRACTOR has incurred additional expenses except in the case of emergencies, under paragraph 6.22. Notice of the amount of the claim with supporting data and written explanation of the basis for the claim shall be delivered within seven (7) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by OWNER. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. OWNER may grant CONTRACTOR an extension of the Contract Time for resolving a claim for adjustment but in no case shall CONTRACTOR be entitled to damages for delay.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2. By mutual acceptance of a lump sum or unit prices.

11.3.3. On the basis of the Cost of the Work, plus a CONTRACTOR's Fee for supervision, overhead, bond, profit and any other general expenses, fee shall not exceed fifteen percent (15%) of the actual Cost of Work.

11.3.4. If the CONTRACTOR subcontracts all or part of the Work and the subcontract is to be paid on the basis of the Cost of Work plus a Fee, the Total Fee for the subcontracted Work and the CONTRACTOR'S Fee shall not exceed fifteen percent (15%) of the actual cost of Work, as determined in accordance with paragraphs 11.4 and 11.5, unless otherwise as determined or agreed to by OWNER. The Cost of Work and Fee shall be identified individually in the Change Order back-up provided to the OWNER by the CONTRACTOR, in a format acceptable to the OWNER.

Cost of the Work

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed in writing by OWNER; such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive Bids from Subcontractors acceptable to CONTRACTOR and shall deliver such Bids to OWNER who will then determine which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. The Total Fee for Subcontractor's Fee and CONTRACTOR's Fee combined shall not exceed fifteen percent (15%) of the actual Cost of Work, unless otherwise determined or agreed to by OWNER. Fee includes compensation for supervision, overhead, bond, profit and any other general expenses. All subcontracts shall be subject to the other conditions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work to the extent authorized in advance by OWNER.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, traveling, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workmen, which are consumed in the performance of the Work; and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and parts thereof, whether rented by CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work; if rental is not timely ceased, OWNER shall incur no cost beyond that absolutely required for the Work.

11.4.5.4. Sales, use, or similar taxes related to the Work and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments, and fees for permits and licenses.

11.4.5.6. Losses, damages and expenses not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for the services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in paragraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payment.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee

11.6. The CONTRACTOR's Fee that is allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. An amount determined by the OWNER to be reasonable.

11.6.2.1. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5.

11.6.3. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. The Total Fee for Subcontractor's Fee and Contractor's Fee combined shall not exceed fifteen percent (15%) of the actual Cost of Work, unless otherwise determined or agreed to by OWNER. Fee includes compensation for supervision, overhead, bond, profit and any other general expenses

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any change in contract price which results in a net decrease in cost will be the amount of the actual net decrease plus an allowance for overhead and administration. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease.

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in the form prescribed by OWNER an itemized cost breakdown together with supporting data.

ARTICLE 12 CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by written approval from the OWNER. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER within seven (7) days of the occurrence of the event giving rise to the claim for contract time extension and shall be accompanied by supporting data unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OWNER.

12.2. The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if CONTRACTOR makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, weather conditions, or acts of God. If the CONTRACTOR has worked less than four (4) hours in a day, and is forced to suspend work due to weather conditions, CONTRACTOR shall receive credit for one (1) day. The CONTRACTOR shall deliver to the OWNER, a written request within seven (7) days of each occurrence, regarding the credit day(s). The OWNER shall make the final determination as to the validity of each request.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The conditions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party; except that CONTRACTOR shall be entitled only to an extension of the Contract Time, and not for other damages, resulting from OWNER's decision to delay the Work either prior to the time for commencement of the Work or during performance of the Work.

ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

13.1. CONTRACTOR warrants and guarantees to OWNER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, will be free from faults or defects, and will be in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, equipment and materials whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Tests and Inspections

13.2. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, CONTRACTOR shall assume full responsibility therefore, shall pay all costs in connection therewith and shall furnish OWNER the required certificates of inspection, testing or approval.

Quality Assurance Materials Testing (Geotechnical)

13.3 A material testing laboratory shall be retained by the OWNER for Quality Assurance testing. The frequency of the Quality Assurance testing shall be as determined by the OWNER. The CONTRACTOR shall notify the testing laboratory, the OWNER and the ENGINEER when CONTRACTOR is ready for each Quality Assurance test and shall cooperate fully in making way for the laboratory technician to make the tests. If any Work fails to meet the standards specified, the CONTRACTOR shall correct such failures in a manner acceptable to the ENGINEER. The CONTRACTOR shall pay for the cost of all Quality Assurance retesting necessary due to failure to meet specification requirements on the initial Quality Assurance testing. If the CONTRACTOR requests the testing laboratory to obtain density tests and the area to be tested is not ready when the technician arrives at the job site, the CONTRACTOR shall pay for all trip charges or stand by time assessed. All cost for retesting, standby time and other charges associated with a failed QA test will be deducted from the amount due on the Contract.

13.4 CONTRACTOR shall be responsible for providing to the OWNER the Proctor, Gradation and Liquid Limits of the Sub-Grade material and Base Course material.

13.5 Material testing as referenced in this article is for the OWNER's Quality Assurance. The CONTRACTOR is responsible for Quality Control of material, process and method.

13.6. CONTRACTOR shall give OWNER, ENGINEER, INSPECTING AGENCY and GEOTECHNICAL TESTING LAB a minimum of twenty-four (24) hours notice of readiness of the Work for all inspections, tests or approvals. All requests for QA testing shall be made in writing or e-mail to the ENGINEER, OWNER AND Testing Laboratory and by phone to the testing laboratory. If any such Work required so to be inspected, tested or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation; and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the requirements of the Contract Documents. Refer to Technical Specifications, Article 01-002.1, Section 4, Quality Assurance Materials Testing.

Access to Work

13.8. ENGINEER and ENGINEER'S representatives and other representatives of OWNER will have access to the Work at reasonable times. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

Uncovering Work

13.9. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and the cover replaced in compliance with the Contract Documents at CONTRACTOR's expense.

13.10. If any Work has been covered which ENGINEER has not specifically requested to observe prior to its being covered or if ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover or otherwise make available for observation, inspection or testing as ENGINEER may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services; and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if CONTRACTOR makes a claim therefor as provided in Articles 11 and 12 of these General Conditions.

OWNER May Stop the Work

13.11. If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, when an imminent hazard condition is known to exist, when the CONTRACTOR either delays in correcting or permits repeated occurrences of a hazardous condition, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, OWNER may order CONTRACTOR to stop the Work or any portion thereof until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. This authority to suspend Work does not relieve the CONTRACTOR of the legal responsibility for safety at the jobsite.

Correction or Removal of Defective Work

13.12. If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly (as determined by ENGINEER), without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed, or completed or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time as determined by ENGINEER, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by

CONTRACTOR and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by such correction, removal, or replacement of CONTRACTOR's defective Work.

One Year Correction Period

13.13. If, after the approval of final payment and prior to the expiration of one year after the date of FINAL ACCEPTANCE provided by letter by OWNER or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction, either correct such defective Work or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected or the rejected Work removed and replaced and all direct and indirect cost of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work

13.14. The OWNER may elect to accept defective work instead of requiring correction or removal and replacement of the defective Work. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

Neglected Work by CONTRACTOR

13.15. If CONTRACTOR shall fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven (7) days written notice to CONTRACTOR may, without prejudice to any other remedy OWNER may have, make good any deficiencies and the cost thereof, including compensation for additional professional services, shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules

14.1. Prior to commencement of the Work, CONTRACTOR shall submit to OWNER a Project schedule and a final schedule of Shop Drawing submission. The schedule shall be approved in writing by CONTRACTOR's Sureties and shall be satisfactory in form and substance to OWNER.

Application for Progress Payment

14.2. No later than the first day of each month, CONTRACTOR shall submit to OWNER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as OWNER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. **Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.**

CONTRACTOR'S Warranty of Title

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment

14.4. OWNER will, within seven (7) days after receipt of each Application for Payment, except as submitted the Application for Payment or return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall pay CONTRACTOR the amount recommended by ENGINEER, within twenty-one (21) days of the Application for Payment.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2. Written claims have been made against OWNER in connection with the Work,

14.7.3. The Contract Price has been reduced because of Modifications,

14.7.4. OWNER has been required to correct defective Work,

14.7.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or

14.7.6. Of CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to OWNER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and acceptance. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

14.10. Use by OWNER of any completed portion of the Work may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially

complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Prior to the OWNER using that portion of work, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final acceptance and payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work, which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

Final Inspection

14.11. Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment

14.12. After CONTRACTOR has completed all deficiency corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, warranty assignments, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.15), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents (to include all Project Close Out Documents as defined in Article

1 of these General Conditions), and such other data and schedules as ENGINEER may reasonably require. CONTRACTOR shall also furnish an affidavit of CONTRACTOR to the effect that the labor, services, material and equipment charges have been satisfied in full; and that all payrolls, material and equipment bills, and other indebtedness connected with the Work have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Final Payment and Acceptance

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection and ENGINEER's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents--ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of CONTRACTOR's obligations under the Contract Documents (to include all Project Close Out Documents as defined in Article 1 of these General Conditions), ENGINEER will, within seven (7) days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are satisfactory and complete in form and substance, OWNER shall, within twenty-one (21) days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

CONTRACTOR's Continuing Obligation

14.14. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the existence of an unresolved claim, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims

14.15. The making and acceptance of final payment shall constitute:

14.15.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from defective Work appearing after final inspection pursuant to paragraph 14.11 or from any failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed unless CONTRACTOR and OWNER agree otherwise. CONTRACTOR will be allowed an extension of the Contract Time directly attributable to any suspension if CONTRACTOR makes a claim therefor as provided in Article 12 of these General Conditions, but shall not be entitled to an increase in the Contract Price or to any sums in damages.

OWNER May Terminate

15.2. If CONTRACTOR is adjudged bankrupt or insolvent; makes a general assignment for the benefit of creditors; or if a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property; or if CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment; disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; disregards the authority of ENGINEER; or violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and CONTRACTOR's Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and make demand upon CONTRACTOR's Surety to finish the Work. If Surety fails to make satisfactory arrangements within twenty-one days for completion of the Work, OWNER may finish the Work by whatever means it may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by OWNER and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. If the OWNER, which is a public entity, makes a good faith determination that such action is in the best interests of the entity, OWNER may terminate the Work or the Project upon seven days' written notice to CONTRACTOR for any reason which is within the legitimate purview of OWNER.

If OWNER terminates the Work under this provision, CONTRACTOR shall be entitled to payment for all portions of the Work completed and materials on hand at the date of termination and for expenses reasonably resulting from termination.

15.4.1. If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the OWNER, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this Contract does contain a clause providing for termination for convenience of the OWNER, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly.

CONTRACTOR May Stop Work or Terminate

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or if ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or if OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty (30) days of its approval and presentation, then CONTRACTOR may, upon seven (7) days written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may, upon seven (7) days notice to OWNER, stop the Work until payment is made.

ARTICLE 16 FORMAL DISPUTE

16.1. Prior to seeking judicial relief in a court of law, and in addition and prior to arbitration, the interested parties shall endeavor to settle disputes by mediation under the requirements of Sections 13-4C-1 through 13-4C-11 NMSA 1978. Mediation shall commence within the time limits stipulated in the Act. Such time limits shall then be extended for arbitration by ten days (Chapter 63, Laws of 1992.)

16.2. All persons or entities whose interests or responsibilities in the dispute are substantial may be joined, and claims and disputes may be consolidated, in accordance with the law.

16.3. CONTRACTOR will carry on the Work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed by CONTRACTOR and OWNER in writing.

ARTICLE 17 MISCELLANEOUS

Giving Notice

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given on the date delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or three days after sent by certified mail, postage prepaid and return receipt requested, to the last business address known to the person who gives the notice.

Computation of Time

17.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to include the first and the last day of such period.

General

17.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4. All Specifications, Drawings and copies thereof furnished by OWNER shall remain the property of OWNER. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned on request upon completion of the Project.

17.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR by paragraphs 6.29, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER there-under shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

17.6. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other or of any of the other's employees or agents or others for whose acts the non-injured party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7. The Contract Documents shall be governed by the laws of the State of New Mexico.

Minimum Wages

17.8. The CONTRACTOR and any Subcontractor performing Work under this Contract shall comply fully with the "Public Works Minimum Wage Act", Section 13-4-11 through 13-4-17 NMSA 1978 (1988 Repl.), and all amendments thereto, which provides in part that "the CONTRACTOR shall pay all mechanics and laborers employed on the site of the project unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications."

The minimum hourly rate of wage which may be paid to workmen in each trade or occupation required for the Work under the Contract employed in the performance of the Contract either by the CONTRACTOR or Subcontractor or by other persons doing or contracting to do the whole or part of the Work contemplated by the Contract shall be as set forth in the schedule of Minimum Wage Rates appearing in the State Wage Rates, and the workmen employed in the performance of the Contract shall be paid not less than the applicable specified minimum hourly rate of wage as such is set forth in said schedule.

The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work; and it is further provided that there may be withheld

from the CONTRACTOR so much of accrued payments as may be considered necessary by the OWNER to pay to laborers and mechanics employed by the CONTRACTOR or Subcontractor on the Work, the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the Work and the rates of wages received by such laborers and mechanics and not refunded to the CONTRACTOR, Subcontractors, or their agents.

The attention of the CONTRACTOR and any Subcontractor performing work under this Contract is directed to Section 13-4-12 NMSA 1978 (1988 Repl.) which reads in part, as follows:

"A. As used in Section 13-4-11 NMSA 1978, 'wages', 'scale of wages', 'wage rates', 'minimum wages', and 'prevailing wages' include:

- (1) The basic hourly rate of pay, and
- (2) The amount of:
 - (a) The rate of contribution irrevocably made by a CONTRACTOR or Subcontractor to a trustee or a third person pursuant to a fund, plan, or program; and
 - (b) The rate of costs to a CONTRACTOR or Subcontractor which reasonably may be anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected for: 1) medical or hospital care, 2) pensions on retirement or death, 3) compensation for injuries or illness resulting from occupational activity, or 4) insurance to provide for any of the foregoing, and for 5) employment benefits, 6) life insurance, 7) disability and sickness insurance, 8) accident insurance, 9) vacation and holiday pay, 10) costs of apprenticeship or other similar programs, or for 11) other bona fide fringe benefits, but only where the CONTRACTOR or Subcontractor is not required by other federal, state, or local law to provide any of the foregoing or similar benefits."

However, the obligation of a CONTRACTOR or Subcontractor to make payment in accordance with the prevailing wage determinations of the State Labor Commissioner [Director of the Labor and Industrial Division of the Department of Labor], insofar as Section 13-4-11 NMSA 1978, or other sections or legislative acts incorporating Section 13-4-11 NMSA 1978 are concerned may be discharged by:

- (1) The making of payments in cash;
- (2) The making of contributions of a type referred to in (2a) above; or
- (3) The assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in (2b) above or any combination thereof, where the aggregate of any payments or contributions and costs therefor is not less than the rate of pay described in Section 13-4-11 NMSA 1978, plus the amount referred to in this section."

In the event it is found by the State Labor Commissioner that any laborer or mechanic employed by the CONTRACTOR or Subcontractor on the site of the Project covered by the Contract has been or is being paid as a result of a willful violation of a rate of wages less than the rate of wages required by the Contract, the OWNER may, by written notice to the CONTRACTOR and CONTRACTOR's Subcontractor, if the violation involves the Subcontractor, terminate their right to proceed with the work or such part of the Work as to which there has been a willful failure to pay the required wages; and the OWNER may prosecute the Work to completion by Contract or otherwise, and the CONTRACTOR and CONTRACTOR's sureties shall be liable to the State of New Mexico for any excess costs occasioned thereby. Any party receiving notice of termination of a contract or subcontract under the provisions of this section may appeal the finding of the State Labor Commissioner as provided in the Public Works Minimum Wage Act.

There is no representation on the part of the OWNER that labor can be obtained at the hourly rates shown in the General Conditions. It is the responsibility of BIDDERS to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of the payment of wage rates in excess of those listed. The CONTRACTOR and any Subcontractor performing work under this Contract shall submit one certified copy of weekly payrolls to the State Labor and Industrial Commission not later than five working days after close of any payroll period that occurs during the month of June. One certified copy of all payrolls shall be submitted to the ENGINEER not later than five (5) working days after the close of any payroll. The scale of wages must be posted by the CONTRACTOR at the project site. The weekly payrolls shall conform to the following:

- (1) Form and Content: Any particular form may be used for CONTRACTOR or Subcontractor payrolls, provided all payrolls contain the following information:
 - (a) The employee's full name, address, and social security number.
 - (i) The employee's full name and social security number need only appear on the first payroll on which employee's name appears.
 - (ii) The employee's address need be shown only on the first submitted payroll on which employee's name appears, unless a change of address necessitates an additional submittal to reflect the new address.
 - (b) The employee's classification (or classifications).
 - (c) The employee's hourly wage rate (or rates); and, where applicable, employee's overtime hourly wage rate (or rates).
 - (d) The daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - (e) The itemized deductions made.
 - (f) The net wages paid.

- (2) Numbering Payrolls: All payrolls shall be numbered starting with number one (1) for the first payroll at the beginning of the job and continuing in numerical order until the job is completed.
- (3) Certification of Payrolls: The CONTRACTOR and each Subcontractor shall submit a weekly statement of compliance in the following form:

Date _____

I, _____, _____ do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____ that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than deductions permitted by law.

2. That any payrolls under this Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work employee performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor.

17.8.1. Minimum Wages (Federal) - In the event that any work under this Contract involved Federal Funds, then the prevailing area Wage Rate Decision listed by the U.S. Department of Labor shall be made a part of this Contract. Whenever a conflict exists between the State and Federal Minimum Hourly Wage Rates, the higher of the conflicting wages rates shall govern.

Archaeological Salvage and Reports

17.9. Where objects of historical, archaeological, and paleontological value, including ruins, sites, buildings, artifacts, fossils and other objects of antiquity are encountered within the areas on which the CONTRACTOR's operations are performed, the CONTRACTOR shall postpone operations in the area, shall preserve such objects from disturbance or damage, and shall immediately notify the ENGINEER of their existence and location.

Upon receipt of such notification, the ENGINEER will arrange for the disposition of the objects or for the recording of data relative thereto and will notify the CONTRACTOR when it is proper to proceed with the Work in the affected area. In this regard, the ENGINEER may consult the Museum of New Mexico or other appropriate agency as to the nature and disposition of such objects. If the CONTRACTOR is directed by the ENGINEER to perform any Work in salvaging

said objects, the CONTRACTOR shall do so in accordance with the "Changes in the Work" provision of Article 10.

Measurement

17.10. Measurement of Quantities for Unit Price Work: Unless otherwise specified, linear or area quantities of Work, such as grading, landscaping, paving, curb, gutter, sidewalk, drive apron, and other Work of a similar nature, shall be determined from measurements or dimensions of such Work and computed in horizontal planes. However, linear quantities of underground cable, fencing, piling, and timber shall be considered as being the true length measured along the longitudinal axis thereof. For pipe Work see related technical specifications; but if the method of measurement for pipe Work is not stated therein, it shall be measured along the longitudinal axis of the pipe in place from center of fitting to center of fitting. A station, when used as a definition or term of measurement, will be one hundred (100) linear feet.

Method of Measurement

17.11. Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular articles herein covering materials or types of Work.

When material is to be paid for on a volume basis and it would be impracticable to determine a volume by the specified method of measurement or when requested by the CONTRACTOR and approved by the ENGINEER, the material will be weighed in accordance with the requirements specified for weight measurement and such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the ENGINEER. Unless otherwise provided, when mineral aggregate or roadway material is being paid for by weight, deductions from pay quantities will be made for the weight of water in excess of three percent (3%) if the material is to be treated with bitumen and six percent (6%) if the material is to be water bound.

Units of Measurement

17.12. Measurements shall be in accordance with U.S. Standard Measures. A pound shall be avoirdupois. A ton shall be two thousand (2,000) pounds. The unit of liquid measure shall be the U.S. gallon.

Certified Weights

17.13. All materials to be paid for at a Contract unit price per ton shall be weighed on platform scales furnished by the CONTRACTOR or the supplier of the material at the CONTRACTOR's expense, or such materials may be weighed on certified public scales at the CONTRACTOR's expense. All scales shall be of adequate size to permit the entire vehicle to rest on the scale platform while being weighed. Scales furnished by the CONTRACTOR shall be installed on beams, piers, or foundations of sufficient strength and bearing to prevent the weighing mechanism supporting the scale platform from settling. The weighing facilities shall include a weatherproof scale house with a minimum floor area of thirty-two (32) square feet and equipped with adequate heat and light.

ARTICLE 18 UTILITIES

Policy on the proximity of water and sewer lines

18.1. Whenever possible, it is desirable to lay parallel water and sewer lines at least ten (10) feet apart horizontally, and the water line should be a higher elevation than the sewer. If this is not possible, separate trenches will be required in all cases (this shall be effective even though one line has been installed prior to the other), and the water line shall be at least two (2) feet above the sewer. When water and sewer lines cross each other, the water line shall be at least three (3) feet above the sewer; otherwise the sewer shall be of cast iron pipe, or equivalent, for ten (10) feet on each side of the water line.

18.2. Existing House Sewer Lateral or Water Service Connections, and Replacement of Mains.

18.2.1. Where house service line connections to existing sewer mains and water mains are encountered, the CONTRACTOR shall insure that the service line will not be disturbed or damaged. Should any service line connection be broken during the construction of the new line, it shall be replaced by the CONTRACTOR with new pipe, appropriate for the application, as determined by the ENGINEER. No extra compensation will be allowed the CONTRACTOR for this item.

18.2.2. Where the horizontal alignment of the new sanitary sewer line coincides with the alignment of an existing sanitary sewer line and the grade of the new line is approximately at the same grade as the existing line or lower, then the existing line shall be removed or dealt with as ordered by the ENGINEER. The cost of this work when applicable shall be paid for under the appropriate item in the Bid Proposal. The ENGINEER shall determine if it is necessary to pump sewage around the replacement work, or if it is possible to temporarily plug the sewer line during the replacement operation. In the case of by-pass pumping, it will be paid for as indicated in the Bid Proposal.

18.3. Operation of the Existing Water System

18.3.1 All shutoffs shall be done by the OWNER. The CONTRACTOR shall notify the OWNER forty-eight (48) hours prior to the date of required shutoff. The OWNER shall make a "trial shutoff" of the system within the project limits prior to issuance of Notice to Proceed, in order to preclude delay of emergency and required shutoffs. If valves cannot be located or are not in operating condition, the OWNER shall notify the CONTRACTOR as soon as possible. The OWNER's personnel will locate the valves, make the necessary repairs, or determine an alternate method of making the shutoff.

18.3.2. The CONTRACTOR shall notify each household, office or other affected water user that a shutoff will be made, giving full details by personal contact if possible or by leaving a door knob hanger notification. CONTRACTOR shall also notify the media, i.e. radio stations and newspaper, the City Water Shop, (575) 439-4244, and the ENGINEER giving full details of the date, time and location of the shutoff. Notifications shall be given at least twenty-four (24) hours in advance of a shutoff.

18.3.3. The CONTRACTOR shall notify the Fire Department when fire hydrants are taken out of service and returned to service.

18.3.4. The OWNER shall be responsible for the actual operation of the valves.

18.3.5. EMERGENCY BREAKS: The Water Division, (575) 439-4244, shall be notified immediately so that it may perform the shutoff.

18.4. Protection and Restoration of Property

18.4.1. The CONTRACTOR shall never unnecessarily interfere with or interrupt the services of any public utility having property within or adjacent to the streets, alleys and easements involved in the Work and shall take all necessary precaution and effort to locate and protect all underground conduit, cables, pipes, water mains, sewers, structures, gas lines, trees, monuments, power lines, telephone and telegraph lines, traffic control devices and other structures, both below and above ground. CONTRACTOR shall give all Public Utility Companies a reasonable notice in writing, but in no event less than forty-eight (48) hours, for any work that CONTRACTOR contemplates which would interfere in any way whatsoever with the service of any existing public utility and City-owned facilities. If such public utility does not cooperate for the protection of its services, the CONTRACTOR shall notify the ENGINEER. Utility lines shall be located by the CONTRACTOR far enough in advance of construction work in order that the owner of such lines may raise, lower, realign or remove lines and structures, if necessary, and in order that the ENGINEER may make any line and grade changes necessary should the existing utility lines conflict with the Work under construction providing such adjustments do not materially affect the Work. The CONTRACTOR shall immediately report any damages to property or plant of public utility companies and City property to the company or owner involved, and to the ENGINEER.

18.4.2. The CONTRACTOR shall restore at CONTRACTOR's own expense any public, City-owned, or private property damage for which CONTRACTOR is directly or indirectly responsible to a condition equal to that existing before damage. The CONTRACTOR shall promptly notify CONTRACTOR's insurance carrier of the alleged damage, and if CONTRACTOR refuses to do so upon notice or if CONTRACTOR otherwise fails to make a restoration for which CONTRACTOR is responsible, the OWNER may cause such restoration and deduct cost from monies due, or which may become due, the CONTRACTOR.

18.4.3. The CONTRACTOR shall not remove, realign, or adjust any official City traffic control device. CONTRACTOR shall give the ENGINEER forty-eight (48) hours notice of any official City traffic control devices that need to be moved. The OWNER shall move all traffic control devices as soon as practical thereafter.

18.5. Abandoned Utilities

18.5.1. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities which are shown on the drawings as "abandoned" or "to be abandoned in place" and which interfere with the construction of the project. All abandoned water mains shown on the drawings as "abandoned" or "abandoned in

place" or found during construction shall be removed or capped at a minimum, unless otherwise specified. All costs involved in said removals shall be included in the prices Bid for the various items of Work. All such abandoned utilities removed by the CONTRACTOR shall be stored on the site where directed and shall remain the property of the OWNER utility company or contracting agency as determined by the ENGINEER.

18.5.2. Where utilities are shown on the drawings as "abandoned" or "to be abandoned in place," it shall be the CONTRACTOR's responsibility to contact the utility company involved within forty-eight (48) hours prior to excavating around such utilities to ascertain that the abandonment of the utility has been completed.

18.6. Location of Existing Utilities

18.6.1. The public utilities shall be responsible to locate their utilities and provide information stating the horizontal and vertical alignments of same. If field verification excavations are required, the public utility will provide same in a timely manner.

18.6.2. Utilities which upon exploration are found to interfere with the permanent project Work, or which are within the trenching prism as defined by OSHA, will be relocated, altered or reconstructed by others or the ENGINEER may order changes in location, line or grade of structures being built in order to avoid the utilities. The cost of such changes will be paid for under applicable Bid Items.

18.7. Unknown Utilities Disclosed by the CONTRACTOR or by Others During the Contract Work.

18.7.1. In the event that a utility is disclosed subsequent to the award of the Contract, such utility not being indicated on the drawings, or in the event that an existing utility is found to be in a materially different location than shown on the drawings and thus requires additional work on the part of the CONTRACTOR for its maintenance, relocation or support, the necessary alteration, relocation, proper support and protection shall be done and paid for as follows:

When said utility is found to occupy the space within the trenching prism as defined by OSHA, or the permanent works to be constructed, it shall be relocated or the CONTRACTOR shall be paid extra for its support.

18.8. Responsibility of the CONTRACTOR

18.8.1. The CONTRACTOR shall be responsible for all costs for the repair of any and all damage to the Contract Work or to any utility (which is previously known and disclosed to CONTRACTOR by the utility) as may be caused by CONTRACTOR's operations. Utilities which are relocated by others in order to avoid interference with structures and which cross the project Work shall be maintained in their relocated positions by the CONTRACTOR. All costs for such work shall be absorbed or included in the prices bid for the various items of Work.

18.9. Delays Caused by Failure to Relocate Utilities

18.9.1. Where parties other than the CONTRACTOR are responsible for the relocation of utilities and a delay in the CONTRACTOR's Work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay, or by any action or lack of action on the part of the Contracting Agency, the CONTRACTOR shall be entitled to an extension of the Contract Time as determined by the ENGINEER.

18.9.2. In order to minimize delays to the CONTRACTOR caused by the failure of other parties to relocate utilities which interfere with structures, the CONTRACTOR may upon request to the ENGINEER, be permitted to temporarily omit the portion of the Work affected by the utility. The portion thus omitted shall be constructed by the CONTRACTOR immediately following the relocation of the utility involved. The CONTRACTOR shall be paid mobilization and demobilization to construct the omitted portion.

ARTICLE 19 TRAFFIC CONTROL

19.1. CONTRACTOR shall perform all signing, barricading and channelization required for the project in accordance with current edition of the Manual on Uniform Traffic Control Devices, latest edition. All signs, barricades and channelizing devices used at night shall be reflectorized with retroreflective sheeting (both orange and white). All advance warning signs used at night shall be equipped with flashing warning lights; all channelizing devices used at night shall be equipped with steady burning warning lights.

19.2. Traffic control to be used on the Project shall be pre-approved by the OWNER.

ARTICLE 20 DIGITAL VIDEO RECORDING

20.1 Prior to initiating construction operations, CONTRACTOR, shall perform digital video recording of the entire project, its full length and width. The CONTRACTOR, shall also include or add as necessary, any areas to be disturbed for material storage, employee parking or equipment storage.

The video documentation shall be completed in digital format; it shall be a minimum resolution of 1920 x 1080 pixels, at 60 fps (frame per second) and in color. The video documentation shall be performed between 10:00 a.m. and 2:00 p.m. during periods of full sun exposure. The actual date of recording shall be date-stamped within each frame of the video. Approval of the video must be obtained from the ENGINEER prior to the commencement of any clearing and grubbing operations.

A DVD copy of the video recording shall be submitted to the ENGINEER, in the format compatible with standard DVD players.

All cost associated with the video recording specified in this article shall be considered incidental to other related items of work and no separate payment will be made unless specifically indicated elsewhere in the Special Provisions.

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

DIVISION 33 – UTILITIES

Not Applicable

CITY OF ALAMOGORDO RE-ROOFS – MULTIPLE SITES

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Use of premises.
 3. Owner's occupancy requirements.
 4. Specification formats and conventions.
 5. Work under other contracts.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Alamogordo Re-Roofs – Multiple Sites

Desert Peak Architects Project No. 450-02

1. Project Locations:
 - a. Base Bid: Desert Lakes Golf Course Clubhouse
2351 Hamilton Rd.
Alamogordo, NM 88310
 - b. Additive Alternate #1: Alamogordo Animal Control
2910 N. Florida Ave,
Alamogordo, NM 88310
 - c. Additive Alternate #2: Alamogordo Police Department
700 Virginia Ave.
Alamogordo, NM 88310

- B. Owner: City of Alamogordo

1. Owner's Representative:
 - a. Bob Johnson
Engineering Manager
1376 East Ninth St.
Alamogordo, NM 88310
575.439.4235, x3

- C. Architect: Richard Haas, Desert Peak Architects, P.C. 311 N. Main St., Las Cruces, NM.

- D. The Work consists of the following:

1. **Base bid:** Desert Lakes Golf Course Clubhouse
 - a. Overlay existing roofing systems with new TPO membrane roofing system.

CITY OF ALAMOGORDO RE-ROOFS – MULTIPLE SITES

2. **Additive Alternate #1:** Alamogordo Animal Control
 - a. Remove portion of existing roofing system down to existing metal roof panels as indicated.
 - b. Provide and install new TPO membrane roofing system as indicated.
3. **Additive Alternate #2:** Alamogordo Police Department
 - a. Remove portion of existing roofing system down to existing decking as indicated.
 - b. Provide and install new TPO membrane roofing system as indicated.

1.3 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations. Contractor to coordinate with Owner for site access and allowable areas for construction operations.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated by Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Schedule of Construction*
 1. Schedule for Construction TBD.

*Schedule for Construction is subject to change.

1.4 CONTRACTOR'S DUTIES

- A. Secure and pay for permits, fees, and licenses necessary for execution of Work as applicable at time of receipt of bids or as otherwise required in other sections of the Specifications.
- B. Secure and pay for utility meters, including impact and development fees. Give required notices.
- C. Comply with codes, ordinances, regulations, and other legal requirements of public authorities which bear on performance of Work.

CITY OF ALAMOGORDO RE-ROOFS – MULTIPLE SITES

1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and portions of the building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.6 WORK RESTRICTIONS

- A. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.8 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

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- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. HVAC unit replacement at Alamogordo Police Department
- C. Items noted NIC (Not in Contract) will be supplied by Owner and installed by Contractor, when noted, before Substantial Completion.

PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

END OF SECTION 01100

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SECTION 01 17100 – SITE CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. General Cleaning Requirements

1.2 GENERAL REQUIREMENTS

- A. Execute cleaning during progress of the work and at completion of the work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.2 FINAL CLEANING

- A. Requirements: At the completion of work and immediately prior to final inspection, clean the entire project as follows:
 - 1. Thoroughly clean, sweep, wash, and polish all work and equipment provided under the Contract, including finishes. Leave the structures and site in a complete and finished condition to the satisfaction of the Owner.
 - 2. Direct all subcontractors to similarly perform, at the same time, an equivalent thorough cleaning of all work and equipment provided under their contracts.
 - 3. Remove all temporary structures and all debris, including dirt, sand, gravel, rubbish and waste material.
 - 4. Should the CONTRACTOR not remove rubbish or debris or not clean the buildings and site as specified above, the OWNER reserves the right to have the cleaning done at the expense of the CONTRACTOR.
- B. Employ experienced workers, or professional cleaners, for final cleaning.

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- C. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- D. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- E. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces. Polish surfaces so designated to shine finish.
- F. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- G. Replace air-handling filters if units were operated during construction.
- H. Clean ducts, blowers, and coils, if air-handling units were operated without filters during construction.
- I. Vacuum clean all interior spaces, including inside cabinets.
- J. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- K. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly-painted surfaces.
- L. Clean interior of all panel cabinets, pull boxes, and other equipment enclosures.
- M. Wash and wipe clean all lighting fixtures, lamps, and other electrical equipment which may have become soiled during installation.
- N. Perform touch-up painting.
- O. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- P. Remove erection plant, tools, temporary structures and other materials.
- Q. Remove and dispose of all water, dirt, rubbish or any other foreign substances.

3.3 FINAL INSPECTION

- A. After cleaning is complete the final inspection may be scheduled. The inspection will be done with the OWNER and Architect.

END OF SECTION

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SECTION 01 2300 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for bid alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Prior to award of the Contract, Owner shall confirm if alternates have been accepted, rejected, or deferred for later consideration.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Identify Bid Lots separately on the Schedule of Values broken down by category of Work.
- E. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

1. **Additive Alternate #1:** Alamogordo Animal Control
 - a. Remove portion of existing roofing system down to existing metal roof panels as indicated.
 - b. Provide and install new TPO membrane roofing system as indicated.

2. **Additive Alternate #2:** Alamogordo Police Department
 - a. Remove portion of existing roofing system down to existing decking as indicated.
 - b. Provide and install new TPO membrane roofing system as indicated.

END OF SECTION 01 2300

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time as authorized by the General Conditions.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Limit mark-ups as stipulated in the general conditions.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

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3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
 7. Limit mark-ups as stipulated in the general conditions.
- C. Stipulated Sum/Price Change Order: Based on Proposal Requests and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by the Architect.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Change Order Form G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 as signed by the Owner. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, and Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 3 percent of the Contract Sum.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

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- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: See General Conditions of the Contract.
- C. Payment Application Forms: Use AIA Form G702 – Application and Certificate for Payment and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit two copies signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Submittals Schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete, less amounts for close-out documentation.

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1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Contractor's "Letter of Warrantee" for a one-year period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Project meetings.
 - 2. Requests for Interpretation (RFIs).
- B. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, depending on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

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and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 PROJECT MEETINGS

A. Preconstruction Conference: The Owner will schedule a preconstruction conference before starting construction, no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of the Contract Documents.
 - i. Submittal procedures.
 - j. Preparation of Record Documents.
 - k. Use of the premises and existing building.
 - l. Work restrictions.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Construction waste management and recycling.
 - p. Parking availability.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. First aid.
 - t. Security.
 - u. Progress cleaning.
 - v. Working hours.

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3. Minutes: Record and distribute meeting minutes.
- B. Preinstallation Conferences: The Contractor will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: The Contractor will conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in

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planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. The Contractor shall provide an Agenda for each progress meeting
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
4. Minutes: The Contractor shall record the meeting minutes.
5. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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1.5 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modifications."
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

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- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
 - 5. Prevailing wage reports.
 - 6. As-builts.
- B. See Division 1 Section "Payment Procedures" for submitting the Schedule of Values.

1.2 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

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2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 3. Startup and Testing Time: Include not less than 30 days for startup and testing.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, complete a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Equipment at Project site.
 - 3. Material deliveries.
 - 4. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Orders and requests of authorities having jurisdiction.
 - 9. Services connected and disconnected.
 - 10. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 AS-BUILTS

- A. Maintain on site a set of Drawings to document as-built conditions, and keep up-to-date with all revisions to the work and deviations from the plans. As-built documents shall be reviewed by the Architect upon the completion of the work.

END OF SECTION 01320

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 1 Section "Construction Progress Documentation" for submitting schedules and reports.
- C. See Division 1 Section "Quality Requirements" for submitting test and inspection reports.
- D. See Division 1 Section "Closeout Procedures" for submitting warranties.
- E. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- F. See Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

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- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space on label or beside title block to record Contractor's review and approval markings.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "APPROVED AS NOTED."

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- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "APPROVED" taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 - 4. Number of Copies: Submit Product Data digitally, unless otherwise indicated. Architect will return a copy of the submittal indicating required action, if any. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.

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- g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (610 by 915 mm).
 - 3. Number of Copies: Submit two opaque (bond) copies of each submittal or a digital copy of each submittal. Architect will return one copy if hard copies are received.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

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2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal or one digital copy, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

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- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

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PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Final Unrestricted Release: When submittals are marked "Approved", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Approved as noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittals are marked "Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project Site, or elsewhere where work is in progress.
- C. Informational Submittals: Architect will review each submittal and will not return it, will return it if it does not comply with requirements, or return it marked "Action not required". Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

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- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control to be coordinated and paid by the Contractor.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 2 through 16 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to the Owner, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

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- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

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- F. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.5 QUALITY CONTROL

- A. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

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6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Division 1 Section "Execution Requirements" for progress cleaning requirements.
- C. See Divisions 2 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.2 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Contractor may provide connections and extensions of services as required for construction operations. Restore sources to as-found or specified conditions at Contract Closeout.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Restore sources to as-found or specified conditions at Contract Closeout.
- D. Telephone Service: Provide telephone service for use by supervisory personnel. Monthly cost of service shall be paid by the Contractor.

1.4 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

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1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Panelized 6 foot high commercial grade chain link fence. Equip with vehicular and pedestrian gates with locks.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."
- C. Gypsum Board: Minimum 1/2 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

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1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on

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completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- G. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
- J. Electronic Communication Service: Provide temporary electronic communication service, i.e. facsimile machine, or computer with access to electronic mail in field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Recondition base after temporary use, including removing contaminated material, re-grading, proof-rolling, compacting, and testing.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

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- H. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevators.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- J. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- C. Stormwater Control: Comply with storm water pollution prevention plan. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. Site Enclosure Fence: When excavation begins, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

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- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
 - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 - 2. Insulate partitions to provide noise protection to occupied areas.
 - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 - 4. Protect air-handling equipment.
 - 5. Weather strip openings.
 - 6. Provide walk-off mats at each entrance through temporary partition.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

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2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown, or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

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1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

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1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

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2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 4. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

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5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.

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5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, whether consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. See Division 1 Section "Closeout Procedures" for submitting final Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

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2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

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- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

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- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. **Start equipment and operating components to confirm proper operation.** Remove malfunctioning units, replace with new units, and retest.
- B. **Adjust operating components for proper operation without binding.** Adjust equipment for proper operation.
- C. **Test each piece of equipment to verify proper operation.** Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. **Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.**
- B. **Comply with manufacturer's written instructions for temperature and relative humidity.**

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3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Selective Demolition."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous construction waste.
 - 2. Disposing of nonhazardous construction waste.
- B. Contractor will provide solid waste and recyclable containers, and bare the associated cost of disposal.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.3 QUALITY ASSURANCE

- A. Waste Management Training: Conduct training at Project site.

1.4 WASTE MANAGEMENT

- A. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

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3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management. Coordinator shall be present at Project site full time for duration of Project.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 1. Educate entities when they first begin work on-site on waste management effort. Review procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate specific areas on Project site necessary for separating materials that are to be salvaged, recycled, or reused.
 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 1. Contractor will provide appropriately marked containers or bins for controlling recyclable and solid waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.

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3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Grind and arrange for delivery to City of Las Cruces Recycling Center.

3.4 DISPOSAL OF WASTE

A. Burning: Do not burn waste materials.

B. Disposal: Contractor will transport waste and recycled materials off property and legally dispose of them.

END OF SECTION 01 7419

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Videotaping of systems specific training.
 - 3. Warranties.
 - 4. Final cleaning.
- B. See Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.
- F. See Divisions 2 through 16 Sections for systems specific training requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

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8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance. Provide videotaped training sessions for NMSU employee use for systems specific training.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

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1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds digitally in PDF format.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

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- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - q. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

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SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance instructions for the care and maintenance of products, materials, finishes, systems and equipment.
- B. See Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit one copy of each manual in final form at 75% project completion. Architect will return copy with comments within 15 days after initial submittal.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 1 hard copy and one digital copy of each corrected manual within 10 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents. The project manual shall be assembled and delivered in PDF format.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.

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- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single PDF.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, gas leak, water leak, power failure, water outage, and equipment failure.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

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- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

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- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, that detail essential maintenance procedures:
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.

END OF SECTION 01782

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents prior to certification for final payment, and within 30 days of Substantial Completion, including the following:
 - 1. Record Drawings (As-built).
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 2 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Near Substantial Completion of Work, submit one set of marked-up Record Prints completed from original Contract Documents that are acceptable to the Architect.
 - b. Final Submittal: Architect will prepare the final Record Drawings submittal to the Owner.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings marked prominently as "PROJECT RECORD DRAWINGS".
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data,

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whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 3. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. All final and revised as-built drawings and close-out documents are to be delivered to the Architect with delivery of the Substantial Completion document. The Architect will prepare a full set of corrected CAD Drawings of the Contract Drawings.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

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2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01781

SECTION 02 4119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building
2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.
- F. Hazardous Materials: It is not expected that hazardous materials will be encountered within the work area. Contractor to stop work and inform the Owner/Architect immediately upon discovery of hazardous materials within the work area.

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1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished where indicated in the drawings.
 - 1. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
- C. Refrigerant: Remove refrigerant from equipment to be selectively demolished, if any, according to 40 CFR 82 and regulations of authorities having jurisdiction.

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3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly. Comply with requirements in Division 1 Section "Construction Waste Management."
- B. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be salvaged, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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3. Comply with requirements specified in Division 1 Section "Construction Waste Management."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119

SECTION 03 51 16 - GYPSUM CONCRETE ROOF DECKS

PART 1 - GENERAL

1.1 DESCRIPTION

1. Section specifies gypsum plank systems.

1.2 QUALITY CONTROL

1. Work performed by experienced, qualified installers approved by manufacturer of gypsum plank.
2. Gypsum materials products of one manufacturer.

1.3 SUBMITTALS

1. Submit in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES. All items indicated below are required submittals requiring review and approval.
2. Fire Tests: Fire tests, data and certifications substantiating that Gypsum Plank Decking complies with fire rating requirements.
3. Shop Drawings: Show typical plank layouts, perimeter and framed opening supports and details of construction, installation, fastenings and grouting.
4. Manufacturer's Literature and Data: Each item specified.

1.4 DELIVERY AND STORAGE

1. Deliver materials in original packages, containers, or bundles bearing brand name and name of manufacturer.
2. Store materials in a manner that prevents damage before use. When stored under tarpaulins, provide ventilation to prevent moisture accumulation under tarpaulin.
3. Store gypsum planks flat and off ground. Handle and stack in a manner to prevent damage to face, ends, and edges and keep dry until used.
4. Store gypsum concrete off ground and keep dry until used.

1.5 APPLICABLE PUBLICATIONS

1. The publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by basic designations only.
2. ASTM International (ASTM):
 - A36/A36M-19.....Standard Specification for Carbon Structural Steel
 - A499-15(2020).....Standard Specification for Steel Bars and Shapes, Carbon Rolled from "T" Rails

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- A568/A568M-19a..... Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements
 - A653/A653M-20..... Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc Iron Alloy Coated (Galvannealed) by the Hot Dip Process
 - A1064/A1064M-18a..... Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - C317/C317M-00(2019)..... Standard Specification for Gypsum Concrete
 - C1396/C1396M-17 Standard Specification for Gypsum Board
 - E119-20..... Standard Test Methods for Fire Tests of Building Construction and Materials
3. American Welding Society Publication (AWS):
- D1.1/D1.1M-20..... Structural Welding Code - Steel

PART 2 - PRODUCTS

2.1 MATERIALS

- 1. Cross-Tees:
 - 1. Cold-Formed, Fabrication from sheet steel conforming to ASTM A525 or ASTM A568.
 - 2. Size: 30 mm (1-1/4-inches) by 13 mm (1/2-inch) by 0.6 mm (0.023-inch) thick by 600 mm (24-inches) long.
- 2. Gypsum Deck Plank:
 - 1. Fabricated of gypsum board: ASTM C1396.
 - 2. Nominal Size: 50 mm (2-inches) thick by 600 mm (24-inches) wide by main purlin span. Where possible, length should span two main purlin spans.
 - 3. Factory laminate from two 25 mm (1-inch) thick gypsum panels with top panel edge set back along sub-purlin edge not more than 13 mm (1/2-inch).
 - 4. Edge encased in water-resistant paper.
- 3. Grout: Gypsum Concrete: ASTM C317, Class A, 3.5 MPa (500 psi) minimum compressive strength.

2.2 DECK SYSTEM

- 1. Roof Deck Fire Rating: match fire rating of existing roof deck. Fire rated assembly to be tested by Underwriter's Laboratory Inc. or other testing.

PART 3 - EXECUTION

3.1 INSPECTION

1. Examine substrates, framing and conditions under which gypsum plank is to be installed and notify COR in writing of conditions detrimental to proper and timely completion.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

1. Gypsum Deck Plank for Roof Decks:
 1. Place plank on lower flanges of sub-purlins or other framing with ends and edges supported.
 2. Stagger joints in adjacent courses.
 3. Support end joints with cross-tees not supported by framing.
 4. Cut plank to fit at ends and framed openings.
2. Provide continuous 16 mm (5/8-inch) minimum bearing for plank support at deck perimeter, plank ends and openings exceeding 200 mm (8-inches).
3. Grout:
 1. Mix gypsum concrete thoroughly using a minimum amount of water to form a thick, pourable consistency.
 2. Fill edge joints to slight excess with single pour at sub-purlins.
 - a. Grout end joints on single span system against steel framing.
 - b. After initial set, strike off excess to form smooth, flush joint.
4. Patching:
 1. Fill with grout and smooth any surface damage to gypsum plank.
 2. Remove and replace cracked, broken, and plank damaged beyond repair.
5. Cleaning and Protection:
 1. Upon completion of gypsum plank decking, remove debris and sweep surface clean. Leave ready for subsequent work.
 2. Protect finished deck from weather and subsequent construction operations.
 3. Provide hardboard or plywood temporary protection over decking subject to repetitive impact or wheeled loads.

SECTION 06 1053 – MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood blocking and nailers.
2. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Shear panels.
4. Power-driven fasteners.
5. Powder-actuated fasteners.
6. Expansion anchors.
7. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Provide dressed lumber, S4S, unless otherwise indicated.

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- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, blocking, furring, and similar concealed members in contact with masonry or concrete.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine; No. 2 grade; SPIB.
 - 2. Eastern softwoods; No. 2 Common grade; NeLMA.
 - 3. Northern species; No. 2 Common grade; NLGA.
 - 4. Western woods; No. 2 grade; WCLIB or WWPA.

2.4 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

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1. Plywood shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, in contact with concrete or masonry, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Power-Driven Fasteners: NES NER-272.

2.6 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- C. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- E. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

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- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 1053

SECTION 072131 - PRE-ENGINEERED BUILDING INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

B. Pre-Engineered Building Insulation for Existing Construction.

1.2 REFERENCES

A. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. ASTM E 96 - Standard Test Method for Water Vapor Transmission of Materials in Sheet Form (Procedure B).

C. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.

D. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

E. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

F. ASTM C 1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.

1.4 DESIGN REQUIREMENTS

A. Thermal Resistance of Installed System: R-Value of R-19 + R-11 LS

B. Insulating system shall have a continuous vapor barrier inside of building purlins, girts, and insulation to provide complete isolation from inside conditioned air.

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.

B. [Product Data]: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

C. Shop Drawings:

Indicate locations of connections and attachments, general details, anchorages and method of anchorage and installation.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

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- A. Manufacturer Qualifications: Company specializing in manufacturing product systems specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Company specializing in performing work of this section.
- C. Insulation system components to include a ten-year limited material warranty.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products indoors and protect from moisture, construction traffic, and damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Owens Corning or approved equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 MATERIALS

- A. Batt Insulation, Roof Insulation, Vapor Barrier Liner Fabric, Thermal Breaks, Straps, and other devices

1. Batt Insulation: ASTM C 991 Type 1; preformed formaldehyde-free glass fiber batt conforming to the following:

- a. Thermal Resistance: R -19 min.
- b. Batt Size: Equal to purlin/girt spacing by manufacturer's standard lengths.
- c. Unfaced.

2. Roof Insulation: Formaldehyde-free fiberglass batt or fiberglass blanket complying with ASTM C 991 Type 1 and ASTM E 84 with a thermal resistance and thickness as follows:

- a. R-11; 3-1/2 inches (89 mm). d

3. Vapor Barrier Liner Fabric: Syseal® type woven, reinforced, high-density polyethylene yarns coated on both sides with a continuous white or colored polyethylene coatings, as follows:

- a. Product complies with ASTM C 1136, Types I through Type VI.
- b. Perm rating: 0.02 for fabric and for seams in accordance with ASTM E 96.
- c. Flame/Smoke Properties: 1) 25/50 in accordance with ASTM E 84. 2) Self-extinguishes with field test using matches or butane lighter.

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- d. Ultra violet radiation inhibitor to minimum UVMAX® rating of 8. 07213-4
 - e. Size and seaming: Manufactured in large custom pieces by extrusion welding from roll goods, and fabricated to substantially fit defined building area with minimum practicable job site sealing.
 - f. Provide with factory double, extrusion welded seams. Stapled seams or heat-melted seams are not acceptable due to degradation of fabric.
 - g. Factory-folded to allow for rapid installation.
 - h. Color: 1) White
5. Vapor Barrier Lap Sealant: Solvent-based, Simple Saver polyethylene fabric adhesive.
6. Vapor Barrier Tape: Double-sided sealant tape 3/4 inch (19 mm) wide by 1/32 inch (.79 mm) thick.
7. Vapor Barrier Patch Tape: Single-sided, adhesive backed sealant tape 3 inches (76 mm) wide made from same material as Syseal® type liner fabric.
8. Thermal Breaks: a. 1/8 inch (3 mm) thick by 3 inch (76 mm) wide white, closed-cell polyethylene foam with pre-applied adhesive film and peel-off backing. b. Polystyrene Snap-R snap-on thermal blocks.
9. Straps:
- a. 100 KSI minimum yield tempered, high-tensile-strength steel.
 - b. Size: Not less than 0.020 inch (0.50 mm) thick by 1 inch (25 mm) by continuous length.
 - c. Galvanized, primed, and painted to match specified finish color on the exposed side.
 - d. Color: 1) White.
 - e. Primed and painted to match specified finish color on the exposed side.
 - g. High-tensile-strength stainless steel.
10. Fasteners:
- a. For light gage steel: #12 by 3/4 (19 mm) inch plated Tek 2 type screws with sealing washer, painted to match specified color.
 - b. For heavy gage steel: #12 by 1-1/2 inch (38 mm) plated Tek 4 type screws with sealing washer, painted to match specified color.
 - c. For wood, concrete, other materials: As recommended by manufacturer.
11. Wall Insulation Hangers: Fast-R preformed rigid hangers, 32 inch (813 mm) long galvanized steel strips with barbed arrows every 8 inches (203 mm) along its length.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that building structure including all bracing and any concealed building systems are completed and approved prior to installing liner system and insulation in the structure.
- B. Correct any unsatisfactory conditions before proceeding.
- C. If conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 INSTALLATION

GENERAL

- A. Install pre-engineered building insulation system in accordance with manufacturer's installation instructions and the approved shop drawings.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Install in exterior spaces without gaps or voids. Do not compress insulation. D. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- E. Fit insulation tight in spaces and tight to exterior side of the sealed liner fabric and around mechanical and electrical services within plane of insulation.

3.3 ROOF INSULATION INSTALLATION

A. Straps:

1. Cut straps to length and install in the pattern and spacings indicated on shop drawings.
2. Tension straps to required value.

B. Vapor Barrier Fabric:

1. Install vapor barrier fabric in large one-piece custom fabricated pieces to substantially fit defined building areas with minimum practicable job site sealing.
2. Position pre-folded fabric on the strap platform along one eave purlin.
3. Clamp the two bottom corners at the eave and also centered on the bay.
4. Pull the other end of the pleat-folded fabric across the building width on the strap platform, pausing only at the ridge to fasten the straps and fabric in position where plane of roof changes and to release temporary fasteners on the opposite ridge purlins.
5. Once positioned, install fasteners from the bottom side at each strap/purlins intersection.
6. Trim edges and seal along the rafters.
7. All seams must be completely sealed and stapled seams not acceptable.

C. Insulation:

1. Unpack, and shake to a thickness exceeding the specified thickness.

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2. Ensure that cavities are filled completely with insulation.
3. Place on the vapor barrier liner fabric without voids or gaps.
4. Place top layer of insulation over and perpendicular to the purlins without voids or gaps, as roof sheathing is applied.
5. Place thermal block on top of purlins or bottom of purlins for retrofit work, if no other thermal break exists.
6. Place new insulation between purlins at the required thickness for the R-value specified. Seal vapor barrier fabric to the wall fabric and elsewhere as required to provide a continuous vapor barrier.

3.4 CLEANING

- A. Clean dirt or exposed sealant from the exposed vapor barrier fabric.
- B. Remove scraps and debris from the site.

3.5 PROTECTION

- A. Protect system products until completion of installation.
- B. Repair or replace damaged products before completion of insulation system installation.

END OF SECTION

SECTION 07 41 13 - METAL ROOF PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Exposed fastener metal roof panels, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

- A. Division 07 Section "Pre-Engineered Building Insulation" for thermal insulation installed under metal panels.
- B. Division 07 Section "Sheet Metal Flashing and Trim" for formed sheet metal copings, flashings, reglets, and roof drainage items in addition to items specified in this Section.
- C. Division 07 Section "[Joint Sealants](#)" for field-applied [Joint Sealants](#).

1.3 REFERENCES

- A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:
 - 1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
 - 2. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.
- B. American Society of Civil Engineers (ASCE): www.asce.org/codes-standards:
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- C. ASTM International (ASTM): www.astm.org:
 - 1. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 3. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 4. ASTM C 645 - Specification for Nonstructural Steel Framing Members.
 - 5. ASTM C 754 - Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
 - 6. ASTM C 920 - Specification for Elastomeric [Joint Sealants](#).
 - 7. ASTM D 1003 - Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics.
 - 8. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
 - 9. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.

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10. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
11. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
12. ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

D. **FM Global (FM):** www.fmglobal.com:

1. ANSI/FM 4471 - Approval Standard for Class 1 Panel Roofs.

E. International Accreditation Service (IAS):

1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

F. **Underwriters Laboratories, Inc. (UL):** www.ul.com:

1. UL 580 - Tests for Uplift Resistance of Roof Assemblies

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation:

1. Coordinate building framing in relation to metal panel system.
2. Coordinate openings and penetrations of metal panel system.

1.5 QUALITY ASSURANCE

A. **Manufacturer/Source:** Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.

B. **Manufacturer Qualifications:** Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.

1. **Approval of Comparable Products:** Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 - a. Product data, including certified independent test data indicating compliance with requirements.
 - b. Samples of each component.
 - c. Sample submittal from similar project.
 - d. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
 - e. Sample warranty.
 - f. IAS AC 472 certificate.
2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
3. Approved manufacturers must meet separate requirements of Submittals Article.

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- C. Installer Qualifications: Experienced Installer with minimum of five years experience with successfully completed projects of a similar nature and scope.
 - 1. Installer's Field Supervisor: Experienced mechanic, able to communicate with Owner, Architect, and installers, supervising work on site whenever work is underway.

1.6 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.
 - 1. Indicate points of supporting structure that must coordinate with metal panel system installation.
 - 2. Include data indicating compliance with performance requirements.
 - 3. Include structural data indicating compliance with requirements of authorities having jurisdiction.
- C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.
- D. Samples for Verification: Provide 12-inch- (305 mm-) long section of each metal panel profile. Provide color chip verifying color selection.

1.7 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Indicating compliance of products with requirements, witnessed by a professional engineer.
- B. Qualification Information: For Installer firm and Installer's field supervisor.
- C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC 472.
- D. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.

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1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

1.10 COORDINATION

- A. Coordinate sizes, profiles, and locations of roof curbs and other roof-mounted equipment and roof penetrations, based upon sizes of actual selected equipment.

1.11 WARRANTY

- A. **Special Manufacturer's Warranty:** On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail within one year from date of Substantial Completion.
- B. **Special Panel Finish Warranty:** On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within [25] years from date of Substantial Completion, including:
 1. **Fluoropolymer Two-Coat System:**

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. **Basis of Design Manufacturer:** **MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.;** Houston TX. Tel: (877)713-6224; Email: info@mbci.com; Web: www.mbci.com.
 1. Provide basis of design product[, or comparable product approved by Architect prior to bid].

2.2 PERFORMANCE REQUIREMENTS

- A. **General:** Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. **Thermal Movements:** Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.
- C. **Structural Performance:** Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated:
 1. **Wind Loads:** Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
 2. **Snow Loads:** 5 lbf/sq. ft.

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3. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of [1/150] of the span with no evidence of failure.
4. Seismic Performance: Comply with ASCE 7, Section 9, "Earthquake Loads."

D. **Wind Uplift Resistance:** Comply with UL 580 for wind-uplift class [UL-90].

E. **Air Infiltration:** ASTM E 1680: Maximum [0.006 cfm/sq. ft. (0.030 L/s per sq. m) at 6.24 lbf/sq. ft. (300 Pa)] static-air-pressure difference.

F. **Water Penetration:** ASTM E 1646: No uncontrolled water penetration at a static pressure of 20 lbf/sq. ft. (958 Pa).

2.3 METAL ROOF PANELS

A. **Large Tapered-Rib-Profile, Exposed Fastener Metal Roof Panels:** Structural metal roof panel consisting of formed metal sheet with trapezoidal major ribs with intermediate stiffening ribs symmetrically placed between major ribs, installed by lapping edges of adjacent panels.

1. Basis of Design: **MBCI, PBR Panel**, www.mbc.com/pbr.html.
2. Coverage Width: 36 inches (914 mm).
3. Major Rib Spacing: 12 inches (305 mm) on center.
4. Rib Height: 1-1/4 inch (31.8 mm).
5. Nominal Coated Thickness: [0.022 inch/26 gage (0.56 mm)]
6. Panel Surface: [Smooth]
7. Exterior Finish [Fluoropolymer two-coat system]
8. Color: [As selected by Architect from manufacturer's standard colors]

2.4 METAL ROOF PANEL ACCESSORIES

A. General: Provide complete metal roof panel assembly incorporating ridge, eave, rake, valley, and parapet trims, copings, fascias, gutters and downspouts, and miscellaneous flashings, in [manufacturer's standard profiles] [profiles as indicated]. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.

B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.

C. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer.

1. Exposed Fasteners: Long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.

D. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:

1. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
2. Concealed [Joint Sealants](#): Non-curing butyl, AAMA 809.2.
3. Exposed [Joint Sealants](#): Urethane, single component, ASTM C 920.

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- E. **Steel Sheet Miscellaneous Framing Components:** ASTM C 645, with ASTM A 653/A 653M, **G60 (Z180)** hot-dip galvanized zinc coating.
- F. **Roof Accessories:** Approved by metal roof panel manufacturer. Refer to Section 07 72 00 "Roof Accessories" for requirements for curbs, equipment supports, roof hatches, heat and smoke vents, ventilators, and preformed flashing sleeves.

2.5 FABRICATION

- A. **General:** Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. **Panel Lengths:** Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- C. **Sheet Metal Flashing and Trim:** Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

2.6 FINISHES

- A. **Finishes, General:** Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- B. **Fluoropolymer Two-Coat System:** 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621[, meeting solar reflectance index requirements].
 - 1. **Basis of Design: MBCI, Signature 300.**
- C. **Interior Finish:** 0.5 mil total dry film thickness consisting of primer coat and wash coat of manufacturer's standard light-colored acrylic or polyester backer finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.**
 - 1. **Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.**
 - 2. **Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:**
 - a. **1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.**
 - b. **3/8 inch (9 mm) over any single roof plane.**
- B. **Correct out-of-tolerance work and other deficient conditions prior to proceeding with metal roof panel system installation.**

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3.2 PREPARATION

- A. **Miscellaneous Supports:** Install subframing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.
- B. **Flashings:** Install flashings to cover exposed underlayment per Section 07 62 00 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

- A. **Exposed Fastener Metal Roof Panels:** Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. **Panel Sealants:** Install manufacturer's recommended tape sealant at panel sidelaps and endlaps.
- C. **Panel Fastening:** Attach panels to supports using screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
 - 1. Fasten metal panels to supports at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
 - 2. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
 - 3. **Dissimilar Materials:** Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

- A. **General:** Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
 - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
 - 3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. **Joint Sealers:** Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
 - 1. Prepare joints and apply sealants per requirements of Division 07 Section "[Joint Sealants](#)."

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3.5 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

SECTION 07 54 23 - THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

PART 1 GENERAL

1.01 SUMMARY

- A. Furnish and install elastomeric sheet roofing system, including:
 - 1. Roofing manufacturer's requirements for the specified warranty.
 - 2. Removal of entire existing roof membrane and flashings.
 - 3. Removal of all existing insulation down to the deck.
 - 4. Preparation of roofing substrates.
 - 5. Wood nailers for roofing attachment.
 - 6. Insulation.
 - 7. Cover boards.
 - 9. Elastomeric membrane roofing.
 - 10. Metal roof edging and copings.
 - 11. Flashings.
 - 12. Walkway pads.
 - 13. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.02 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers associated with roofing and roof insulation.

1.03 REFERENCES

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
- B. ASTM C 1177/C 1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2004.
- C. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2004.
- D. ASTM C 1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer; 2004.
- E. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics; 2003.
- F. ASTM D 1004 - Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting; 2003.

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- G. ASTM D 3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2000.
- H. ASTM D 6878 - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2003.
- I. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2005.
- J. ASTM E 136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2004.
- K. FM 1-28 - Design Wind Loads; Factory Mutual System; 2002.
- L. FM 1-29 - Roof Deck Securement and Above Deck Roof Components; Factory Mutual System; 2005.
- M. PS 1 - Construction and Industrial Plywood; 1995.
- N. PS 20 - American Softwood Lumber Standard; 2005.
- O. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2003. (ANSI/SPRI ES-1).

1.04 SUBMITTALS

- A. Product Data:
 - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
 - 2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
- B. Samples: Submit samples of each product to be used.
- C. Shop Drawings: Provide:
 - 1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
- D. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- E. Executed Warranty.

1.05 QUALITY ASSURANCE

- A. Applicator Qualifications: Roofing installer shall have the following:
 - 1. Currently Approved Firestone contractor.
 - 2. At least five years' experience in installing specified system.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
 - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.

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2. Notify Architect well in advance of meeting.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

1.07 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone 20 year Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.
 1. Limit of Liability: No dollar limitation.
 2. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements.
 - b. Manufacturing defect in Firestone brand materials.
 - c. Defective workmanship used to install these materials.
 - d. Damage due to winds up to 55 mph (88 km/h).
 3. Not Covered:
 - a. Damage due to winds in excess of 55 mph (88 km/h).
 - b. Damage due hurricanes or tornadoes.
 - c. Hail.
 - d. Intentional damage.
 - e. Unintentional damage due to normal rooftop inspections, maintenance, or service.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer - Roofing System: Firestone Building Products Co., Nashville, TN. www.firestonebpc.com.
- B. Roofing systems manufactured by others may be acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
 1. Specializing in manufacturing the roofing system to be provided.
 2. Minimum ten years of experience manufacturing the roofing system to be provided.
 3. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
 4. ISO 9001 certified.
 5. Able to provide polyisocyanurate insulation that is produced in own facilities.
- D. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane where TPO coated metal roof edging is indicated.

2.02 ROOFING SYSTEM DESCRIPTION

THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

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- A. Roofing System:
 - 1. Membrane: Thermoplastic Polyolefin (TPO).
 - 2. Thickness: 60 mil (1.52 mm)
 - 3. Membrane Attachment: Fully adhered.
 - 4. Comply with applicable local building code requirements.
 - 5. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
 - 6. Provide assembly complying with Factory Mutual Corporation (FM) Roof Assembly Classification, FM DS 1-28 and 1-29, and meeting minimum requirements of FM 1-60 wind uplift rating.

- C. Insulation:
 - 1. Total Roof Assembly R Value: as indicated
 - 2. Maximum Profile Thickness: 7.5 inches (191 mm).
 - 3. Maximum Individual Board Thickness: 95 mm (3.75 inches); use as many layers as necessary; stagger joints in adjacent layers.
 - 4. Base Layer: Polyisocyanurate foam board, non-composite.
 - a. Attachment: Cold adhesive attachment.
 - 5. Intermediate/Top Layer(s): Polyisocyanurate foam board, non-composite.
 - a. Attachment: Cold adhesive attachment.

- C. Insulation Cover Board: Gypsum based cover board.
 - 1. Thickness: 0.5 inch (12.7mm).
 - 2. Attachment: Mechanical fastening.

2.03 TPO MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
 - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.024 inch (0.61 mm) plus/minus 10 percent.
 - 2. Sheet Width: Provide the widest available sheets to minimize field seaming.
 - 3. Puncture Resistance: 265 lbf (1174 N), minimum, when tested in accordance FTM 101C Method 2031.
 - 4. Solar Reflectance: 0.79, minimum, when tested in accordance with ASTM C 1549.
 - 5. Color: White.
 - 6. Acceptable Product: ULTRAPLY TPO or ULTRAPLY TPO FLEX ADHERED by Firestone

- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 457 mm (18 inches) wide.

- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
 - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
 - 2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
 - 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638

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- after heat aging.
4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.
 5. Color: White.
 6. Acceptable Product: ULTRAPLY TPO Flashing by Firestone.
- E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone.
- F. Bonding Adhesive: Neoprene and SBR rubber blend, formulated for compatibility with the membrane other substrate materials, including masonry, wood, and insulation facings; ULTRAPLY Bonding Adhesive by Firestone.
- G. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing Pourable Sealer by Firestone
- H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.
- J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.
- K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.
- L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone.
- M. Roof Walkway Pads: Non-reinforced TPO walkway pads, 0.130 inch (3 mm) by 30 inches (760 mm) by 40 feet (12.19 m) long with patterned traffic bearing surface; UltraPly TPO Walkway Pads by Firestone.

2.05 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
1. Thickness: As indicated elsewhere.
 2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 3. R-Value (LTTR):
 - a. 1.0 inch (25 mm) Thickness: 6.0, minimum.
 - b. 3.0 inch (76 mm) Thickness: 18.5, minimum.
 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
 5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
 6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
 7. Acceptable Product: ISO95+ GL polyiso board insulation by Firestone
- Or equal.
- B. Gypsum-Based Cover Board: Non-combustible, water resistant gypsum core with embedded THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

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glass mat facers, complying with ASTM C 1177/C 1177M, and with the following additional characteristics:

1. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 2. Thickness: 0.5 inch.
 3. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C 473.
 4. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
 5. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
 6. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
 7. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D 3273 for minimum of 4 weeks.
 8. Acceptable Product: Securock by USG.
- B. Gypsum-Based Cover Board: Non-combustible, water resistant gypsum core with embedded glass mat facers, complying with ASTM C 1177/C 1177M, and with the following additional characteristics:
9. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 10. Thickness: 0.25 inch (6.4mm).
 11. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C 473.
 12. Spanning Capability: As recommended by manufacturer for maximum flute spans.
 13. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
 14. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
 15. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
 16. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D 3273 for minimum of 4 weeks.
- C. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- D. Insulation Adhesive: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesive furnished by roof membrane manufacturer.

2.06 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
1. Wind Performance:
 - a. Membrane Pull-Off Resistance: 100 lbs/ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition.
 - b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition.
 - c. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-270 rating.

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2. Fascia Face Height: 5 inches (127 mm).
 3. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
 4. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
 5. Length: 144 inches (3650 mm).
 6. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
 7. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
 8. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
 9. Curved Applications: Factory modified.
 10. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
 11. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
 12. Scuppers: Welded watertight.
 13. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.
- B. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping any parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated; Firestone PTCF.
1. Wind Performance:
 - a. At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-3, current edition.
 - b. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-90 rating.
 2. Description: Coping sections allowed to expand and contract freely while locked in place on anchor cleats by mechanical pressure from hardened stainless steel springs factory attached to anchor cleats; 8 inch (200 mm) wide splice plates with factory applied dual non-curing sealant strips capable of providing watertight seal.
 3. Material and Finish: 24 gage, 0.024 inch (0.06 mm) thick galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
 4. Dimensions:
 - a. Wall Width: As indicated on the drawings.
 - b. Piece Length: Minimum 144 inches (3650 mm).
 - c. Curved Application: Factory fabricated in true radius.
 5. Anchor/Support Cleats: 20 gage, 0.036 inch (0.9 mm) thick prepunched galvanized cleat with 12 inch (305 mm) wide stainless steel spring mechanically locked to cleat at 72 inches (1820 mm) on center.
 6. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, corners, intersections, curves, pier caps, and end caps; minimum 14 inch (355 mm) long legs on corner, intersection, and end pieces.
 7. Fasteners: Factory-furnished; electrolytically compatible; minimum pull out resistance of 240 pounds (109 kg) for actual substrate used; no exposed fasteners.

2.07 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
 - 1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
 - 2. Thickness: Same as thickness of roof insulation.

PART 3 INSTALLATION

3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Safety Data Sheets (SDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.

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- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.03 PREPARATION

- A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly. Perform asbestos removal in accordance with federal, state and local regulations and dispose of waste in legal manner.
 - 1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
 - 2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.
- B. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- C. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- D. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- E. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.05 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- C. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- D. Lay roof insulation in courses parallel to roof edges.
- E. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- F. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by Factory Mutual for FM Class specified in PART 2 and membrane manufacturer, whichever is more stringent.
- G. Cold Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.06 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to

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relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.

- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 1:6 (2 in 12 inches) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
 - 1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
 - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

3.07 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.
 - 3. Install water block sealant under the membrane anchorage leg.
 - 4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
 - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
 - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Existing Scuppers: Remove scupper and install new scupper.
- D. Roofing Expansion Joints: Install as shown on drawings and as recommended by roofing manufacturer.
- E. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
 - 1. Use the longest practical flashing pieces.
 - 2. Evaluate the substrate and overlay and adjust installation procedure in accordance with

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membrane manufacturer's recommendations.

3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
4. Provide termination directly to the vertical substrate as shown on roof drawings.

F. Roof Drains:

1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
4. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
5. Apply sealant on top of drain bowl where clamping ring seats below the membrane
6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

G. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.

1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
3. Structural Steel Tubing: If corner radii are greater than 1/4 inch (6 mm) and longest side of tube does not exceed 12 inches (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
4. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.

3.08 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1 inch (25 mm) and maximum of 3 inches (75 mm) from each other to allow for drainage.
 1. If installation of walkway pads over field fabricated splices or within 6 inches (150 mm) of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches (150 mm) on either side.
 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

3.09 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

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3.10 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.11 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

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SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pre-finished flashings and counterflashing's and fabricated sheet metal items.
- B. Galvanized Steel Coping

1.2 RELATED SECTIONS

- A. Section 07 10 00 Sheet Membrane Waterproofing.
- B. Section 07 54 23 Mechanically Fastened Thermoplastic Polyolefin Roofing System.
- C. Section 07 92 00 Sealants and Caulking.
- D. Section 09 91 13 Painting.

1.3 REFERENCES

- A. ASTM A526/A526M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.
- B. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos Free.
- C. SMACNA (Sheet Metal and Air Conditioning Contractors National Association) - Architectural Sheet Metal Manual.

1.4 DESIGN REQUIREMENTS

- A. Sheet Metal Flashings: Conform to the criteria of SMACNA "Architectural Sheet Metal Manual".
- B. Thermal Movement: Provide sheet metal flashing that allows for thermal movement resulting from a change in ambient temperature of 120°F, and 180°F at the material surface. The joint and panel design shall prevent breaking, opening of joints, hole elongation, or failure of joints.

1.5 SUBMITTALS

- A. Section 013300 Submittal Procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Product Data: Provide data on prefabricated components.
- D. Submit two samples 2 x 2 inch in size illustrating metal finish color.

1.6 QUALITY ASSURANCE

- A. Fabricator and Installer Qualifications: Company specializing in sheet metal work with five years experience.

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1.7 DELIVERY, STORAGE AND PROTECTION

- A. Section 016000 Materials and Equipment: Transport, handle, store, and protect.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

PART 2 - PRODUCTS

2.1 SHEET MATERIALS

- A. Galvanized Steel for hidden flashing: ASTM A361/A361M, ASTM A446/A446M, Grade A, or ASTM A526/A526M, G90 zinc coating.
 - 1. Coping / Parapet Cap Clips: 22 Gauge.
 - 2. All other non-visible flashings: 24 Gauge.
- B. Pre-Finished Galvanized Steel Sheet for visible flashing and parapet caps: ASTM A361/A361M, ASTM A446/A446M, Grade A, or ASTM A526/A526M, G90 zinc coating; 24 core steel, shop pre-coated with polyvinylidene fluoride coating; color as selected from manufacturer's standard, for all exposed to view flashing and fascia trim.
 - 1. Visible Coping and Flashing: 24 Gauge.
 - 2. Gutters, Leader Heads and Down Spouts: 20 Gauge.
- C. Underlayment: Per roof manufacturer's recommendations.

2.2 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers, self locking rivets, and other suitable fasteners, or approved by Manufacturer.
- B. Sealant: Type specified in Section 079200.
- C. Plastic Cement: ASTM D4586, Type I.
- D. Solder for Zinc: ASTM B32, 60% lead and 40% tin with low antimony.
- E. Sealing Tape: Pressure-sensitive, 100% solids, polyisobutylene compound sealing tape with release paper backing.
- F. Splash Pads: Precast concrete Type "C"; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment, where shown on plans.

2.3 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects, in accordance with SMACNA's "Architectural Sheet Metal Manual".
- B. Fabricate cleats of Type A sheet metal; minimum 2 inches wide, interlocking with sheet.
- C. Form pieces in longest possible lengths without excessive oil canning buckling, and tool marks.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams. **Simple overlap seams are prohibited.**
- F. Expansion Provisions: Where lapped or Bayonet type expansion provision in the work cannot be used, form expansion joints of interlocked hooked flanges, not less than 1" deep.

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- G. At flashing joint and non-movement areas, provide cover plates splice caps 2” wide of 24 gauge metal.
- H. Fabricate corners from one piece with minimum 18 inch long legs; seam or solder for rigidity, seal with sealant.
- I. Fabricate vertical faces with bottom edge formed outward 1/4" and hemmed to form drip.
- J. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and break edges.
- K. On radius coping and trim, do not cut vertical leg, or bend in straight segments to form radius. Radius shall be smooth by proper detailing and construction.
- L. Seal all metal joints. See Section 079200.

2.4 FACTORY FINISHING FOR EXPOSED AND FASCIA FLASHING, COPING, GUTTERS, LEADER HEADS AND DOWNSPOUTS

- A. PVDF (polyvinylidene fluoride) coating: Multiple coat, thermally cured, fluoropolymer system conforming to AAMA 605.2.
- B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- C. Verify roofing termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION.

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.
- C. Paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.
- D. Bend flashings to shape shown on drawings, or per SMACNA Manual.

3.3 INSTALLATION

- A. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted. Space cleats 12” O.C. maximum.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Interlock bottom edge of roof flashing with continuous cleats anchored to substrate at 16” centers.
- E. Counterflashing: Insert counterflashing at roofs in reglets or receivers and fit tightly to base flashing. Extend counterflashing 3”-4” over base flashing. Lap 4” and bed with Elastomeric

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sealant. Secure in a waterproof manner by means of interlocking folded seam or blind rivets and sealant.

- F. Seal metal joints watertight.

END OF SECTION 075423

SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof curbs.
 - 2. Equipment supports.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.
- B. Shop Drawings: For roof accessories.
- C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within [10] years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ROOF CURBS

- A. Roof Curbs: Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or mechanically fastened and sealed corner joints,[**straight sides,**] and integrally formed deck-mounting flange at perimeter bottom.

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- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Material: [**Zinc-coated (galvanized)**] steel sheet, [**0.052 inch (1.32 mm)**] thick.
 - 1. Finish: [**Mill phosphatized**]
- D. Material: Aluminum sheet, [**0.090 inch (2.28 mm)**]
 - 1. Finish: [**Mill**]
- E. Material: Stainless-steel sheet, [**0.078 inch (1.98 mm)**] thick.
 - 1. Finish: [**Manufacturer's standard**]
- F. Construction:
 - 1. Curb Profile: [**Manufacturer's standard**] compatible with roofing system.
 - 2. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
 - 3. Fabricate curbs to minimum height of [**12 inches (305 mm)**] above roofing surface unless otherwise indicated.
 - 4. Top Surface: Level top of curb, with roof slope accommodated [**by sloping deck-mounting flange**] [**or**] [**by use of leveler frame**].
 - 5. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
 - 6. Insulation: Factory insulated with [**1-1/2-inch- (38-mm-)**] thick glass-fiber board insulation.
 - 7. Liner: Same material as curb, of manufacturer's standard thickness and finish.
 - 8. Nailer: Factory-installed wood nailer [**under top flange on side of curb**], continuous around curb perimeter.
 - 9. Wind Restraint Straps and Base Flange Attachment: Provide wind restraint straps, welded strap connectors, and base flange attachment to roof structure at perimeter of curb, of size and spacing required to meet wind uplift requirements.
 - 10. Platform Cap: Where portion of roof curb is not covered by equipment, provide weathertight platform cap formed from **3/4-inch (19-mm)** thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
 - 11. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as curb.
 - 12. Damper Tray: Provide damper tray or shelf with opening [**3 inches (76 mm)**] [**less than interior curb dimensions indicated**]

2.2 EQUIPMENT SUPPORTS

- A. Equipment Supports: [**Rail-type**] metal equipment supports capable of supporting superimposed live and dead loads between structural supports, including equipment loads and other construction indicated on Drawings, spanning between structural supports; capable of meeting performance requirements; with welded [**or mechanically fastened and sealed**] corner

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joints, [**stepped integral metal cant raised the thickness of roof insulation,**] and integrally formed structure-mounting flange at bottom.

- 1.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Material: [**Zinc-coated (galvanized)**] steel sheet, [**0.052 inch (1.32 mm)**] thick.
 1. Finish: [**Mill phosphatized**]
- D. Material: Aluminum sheet, [**0.090 inch (2.28 mm)**] thick.
 1. Finish: [**Mill**]
- E. Material: Stainless-steel sheet, [**0.078 inch (1.98 mm)**] > thick.
 1. Finish: [**Manufacturer's standard**]
- F. Construction:
 1. Curb Profile: [**Manufacturer's standard**] compatible with roofing system.
 2. Insulation: Factory insulated with [**1-1/2-inch- (38-mm-)**] thick glass-fiber board insulation.
 3. Liner: Same material as equipment support, of manufacturer's standard thickness and finish.
 4. Nailer: Factory-installed continuous wood nailers [**3-1/2 inches (90 mm)**] [**5-1/2 inches (140 mm)**] wide [**under top flange on side of curb**], continuous around support perimeter.
 5. Wind Restraint Straps and Base Flange Attachment: Provide wind restraint straps, welded strap connectors, and base flange attachment to roof structure at perimeter of curb of size and spacing required to meet wind uplift requirements.
 6. Platform Cap: Where portion of equipment support is not covered by equipment, provide weathertight platform cap formed from **3/4-inch (19-mm)** thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
 7. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as equipment support.
 8. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
 9. Fabricate equipment supports to minimum height of [**12 inches (305 mm)**] above roofing surface unless otherwise indicated.
 10. Sloping Roofs: Where roof slope exceeds 1:48, fabricate each support with height to accommodate roof slope so that tops of supports are level with each other. Equip supports with water diverters or crickets on sides that obstruct water flow.

2.3 METAL MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, **G90 (Z275)** coating designation[**and mill phosphatized for field painting where indicated**].

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1. Mill-Phosphatized Finish: Manufacturer's standard for field painting.
 2. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of **0.2 mil (0.005 mm)**.
 3. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
 4. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of **2 mils (0.05 mm)**.
 5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of **0.5 mil (0.013 mm)**.
- B. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, **AZ50 (AZM150)** coated.
1. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of **0.2 mil (0.005 mm)**.
 2. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
 3. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of **2 mils (0.05 mm)**.
 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of **0.5 mil (0.013 mm)**.
- C. Aluminum Sheet: **ASTM B 209 (ASTM B 209M)**, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
1. Mill Finish: As manufactured.
 2. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of **0.2 mil (0.005 mm)**.
 3. Clear Anodic Finish: AAMA 611, [**AA-M12C22A41, Class I, 0.018 mm**] [**AA-M12C22A31, Class II, 0.010 mm**] or thicker.
 4. Color Anodic Finish: AAMA 611, [**AA-M12C22A42/A44, Class I, 0.018 mm**] [**AA-M12C22A32/A34, Class II, 0.010 mm**] or thicker.

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5. Exposed Coil-Coated Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer Finish: AAMA 2605. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
 6. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of **1.5 mils (0.04 mm)**. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 7. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of **0.5 mil (0.013 mm)**.
- D. Aluminum Extrusions and Tubes: **ASTM B 221 (ASTM B 221M)**, manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.
- E. Stainless-Steel Sheet and Shapes: ASTM A 240/A 240M or ASTM A 666, Type 304.
- F. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- G. Steel Tube: ASTM A 500/A 500M, round tube.
- H. Galvanized-Steel Tube: ASTM A 500/A 500M, round tube, hot-dip galvanized according to ASTM A 123/A 123M.
- I. Steel Pipe: ASTM A 53/A 53M, galvanized.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, thickness and thermal resistivity as indicated.
- C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, [**containing no arsenic or chromium,**] and complying with AWWA C2; not less than **1-1/2 inches (38 mm)** thick.
- D. Underlayment:
 1. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
 2. Polyethylene Sheet: **6-mil- (0.15-mm-)** thick polyethylene sheet complying with ASTM D 4397.
 3. Slip Sheet: Building paper, **3 lb/100 sq. ft. (0.16 kg/sq. m)** minimum, rosin sized.

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4. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
5. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
 - E. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
 - F. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
 - G. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
 - H. Asphalt Roofing Cement: ASTM D 4586/D 4586M, asbestos free, of consistency required for application.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.
 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 1. Coat concealed side of [uncoated aluminum] [stainless-steel] roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.
- C. Seal joints with [elastomeric] [or] [butyl] sealant as required by roof accessory manufacturer.

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3.2 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780/A 780M.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 099113 "Exterior Painting."
- C. Clean exposed surfaces according to manufacturer's written instructions.
- D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. Section Includes:

1. Joint sealant work required for the Project and not specified elsewhere.
2. Gunnable and pourable sealants for sealing static and dynamic joints and joints between differing materials and components.

C. Related Sections:

1. Division 01 Section "General Requirements."
2. Section 075423- Thermoplastic Polyolefin Roofing: Sealants required in conjunction with roofing.

1.2 REFERENCES

A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section "General Requirements" for the list of applicable regulatory requirements.

B. ASTM International:

1. ASTM C717 Standard Terminology of Building Seals and Sealants
2. ASTM C834 Standard Specification for Latex Sealants
3. ASTM C920 Standard Specification for Elastomeric Joint Sealants
4. ASTM C1193 Standard Guide for Use of Joint Sealants
5. ASTM D1056 Standard Specification for Flexible Cellular Materials- Sponge or Expanded Rubber
6. ASTM D1667 Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam)

1.3 SUBMITTALS

A. Submit under provisions of Division 01 Section "General Requirements."

B. Product Data:

1. Manufacturer's data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability
2. Material Safety Data Sheets.

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- C. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention
- D. Samples:
 - 1. Exposed sealants for Architect's approval of colors.
- E. Certification: Written certification that products to be installed on this Project comply with Specification requirements.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section [with minimum [__5__] years [documented] experience] and approved by sealant manufacturer.
- B. Manufacturer's Instructions: Perform sealant work in accordance with manufacturer's instructions.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver sealants and related accessories to the job site in factory sealed, unopened containers bearing manufacturer's name, product designation and batch number.
- B. Storage: Store in unopened containers. Follow manufacturer's recommendations for storage temperatures and shelf life (see "Submittals" above).
- C. Handling: Follow manufacturer's recommendations for handling products containing toxic materials. Keep flammable material away from heat, sparks and open flame.

1.6 PROJECT CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 SCHEDULING

- A. Schedule sealing operations so that working joints are most likely to be normal size. Apply materials within manufacturer's recommended surface and ambient temperature ranges.

1.8 WARRANTY

- A. Correct defective work within a 5-year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories that fail to achieve airtight seal, watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 - PRODUCTS

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2.01 MATERIALS

- A. General:
 - 1. Joint sealers, primers and accessories shall be compatible with each other and non-staining to exposed materials including adjacent materials.
 - 2. Products having similar application and usage shall be of the same manufacturer and type.
 - 3. Unless otherwise specified, colors will be selected from approved manufacturer's standard range.
 - 4. Use gun consistency compounds unless otherwise required by job conditions.
- B. Exterior Building Sealant: One component, ultra-low modulus, silicone-based sealant, Dow-Corning 790 or GE SilPruf LM SC2700.
- C. [Vertical Sealant Joints: Polyurethane, low-modulus, one-component, non-sag, maximum Shore A Hardness of 20 (+/- 5), Sika Corporation Sikaflex -15LM or Tremco Vulkem 921.]
- D. Building Sealant Joints Less than 1/4" in Width, Fillet Seals, and Adhesive: Polyurethane, one-component, non-sag, maximum Shore A Hardness of 40 (+/- 5), Sika Corporation Sikaflex -1a or Pecora Corp "Dynatrol I.
- E. Horizontal Joints Subject to Traffic Abrasion): Multi-part polyurethane, Shore A hardness of 25 to 35, Tremco THC/900, Pecora Corp. No. NR-200; or equal.
- F. Sealant Type 4 (Mildew Resistant Sealant at Ceramic Tile and Plumbing Fixtures); One component silicone sealant. General Electric Co.'s "SCS1702"; Dow Corning Corp.'s "Dow Corning 786 Mildew-Resistant Silicone Sealant"; or equal.
- G. Accessories:
 - 1. Primers, Sealers, Surface Conditioners, Solvents: As manufactured and recommended for each substrate by approved manufacturer of each sealant material used.
 - 2. Back-Up Materials: Preformed material of type recommended by sealant manufacturer for each sealant used. Do not use any bituminous, oily or solvent containing materials or any uncompressible materials. Size width or diameter of backing material as recommended by manufacturer each joint width.
 - 3. Release Materials: Polyethylene tape.
 - 4. Cleaning Materials: Nonstaining and not otherwise injurious to exposed surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work. Starting work implies acceptance of surfaces as satisfactory.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.

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- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Apply sealants within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer [, except where specific dimensions are indicated].
- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints [concave.]
- H. Patch or replace defective or damaged sealants. Be responsible for damage to adjacent surfaces caused by sealant operations.

3.4 CLEANING

- A. Clean adjacent surfaces soiled by sealing operations.

3.5 PROTECTION

- A. Protect sealants until cured.

END OF SECTION 079200

SECTION 09 9113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Steel.
 - 2. Galvanized metal.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Excluded Items: Except as otherwise shown or specified, the following items and surfaces are excluded from painting requirements:
 - 1. Materials with factory applied finish coats, except for matching touch-up requirements.
 - 2. Materials which have integral color finish, such as aluminum, glass, floor coverings, acoustical tile, integral colored stucco and plaster.
- G. 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.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each finish and for each color and texture required.
- C. Product List: Printout of current "MPI (Master Painter's Institute) Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

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- D. As-built paint schedule reflecting the final manufacturer, color, color number, and location of each color to be included in the project close-out documentation.

1.3 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- B. Colors: As selected by Architect from manufacturer's full range.

2.2 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
- B. Quick-Drying Alkyd Metal Primer: MPI #76.
- C. Waterborne Galvanized-Metal Primer: MPI #134.

2.3 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler: MPI #4.

2.4 EXTERIOR LATEX PAINTS

- A. Exterior Latex (Semigloss): MPI #11 (Gloss Level 5).

2.5 EXTERIOR ALKYD PAINTS

- A. Exterior Alkyd Enamel (Semigloss): MPI #94 (Gloss Level 5).

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2.6 QUICK-DRYING ENAMELS

- A. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Gypsum Board: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 EXTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. Quick-Drying Enamel System: MPI EXT 5.1A. Gloss Level 5.
 - a. Prime Coat: Quick-drying alkyd metal primer.
 - b. Intermediate Coat: Quick-drying enamel matching topcoat.
 - c. Topcoat: Quick-drying enamel (semigloss).

B. Galvanized-Metal Substrates:

1. Latex System: MPI EXT 5.3H. Gloss Level 5.
 - a. Prime Coat: Waterborne galvanized-metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel (semigloss).

Note: Substrates not listed are subject to architectural review to determine the MPI standard during the submittal process.

END OF SECTION 09 9113