

**New Mexico Institute for Mining and Technology**

**REQUEST FOR PROPOSAL (RFP)**

**RFP # 220920C**

**Project Manual**

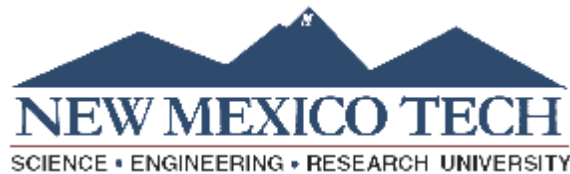
**For**

**NMIMT**

---

**BROWN HALL RENOVATION**

---



RFP # 220920C

RFP DUE TIME AND DATE: October 7, 2021 @ 2:00 PM (Local time)

MANDATORY PRE PROPOSAL: September 23, 2021 @ 10:00 AM (Local time)  
Brown Hall, Room 210  
801 Leroy Place  
Socorro, NM 87801

PURCHASING CONTACT: Kimela Miller, Chief Procurement Officer  
575-835-5881

E-MAIL: purchasing@nmt.edu

LOCATION: NMIMT, Purchasing Services Office,  
Brown Hall, Rm 110  
801 Leroy Place  
Socorro, NM 87801

## Instructions to Proposers

RFP# 220920C

Advertisement

Sealed proposals for the construction of the Brown Hall Renovation at New Mexico Institute for Mining and Technology (NMIMT or Owner), Socorro, New Mexico will be received at the Purchasing Services Office, 801 Leroy Place, Room 110, Socorro, NM 87801 on the main campus of NMIMT until October 7, 2021 at 2:00 PM (local time). Proposals received after this date and time will not be accepted, and will be returned unopened.

A mandatory pre-proposal conference will be held at Brown Hall Room 210 on Thursday, September 23, 2021, at 10:00 AM (local time). A site visit will be held immediately following the pre-proposal conference.

Complete sets of Proposal Documents will be available on September 13, 2021 from the Office of Project Architect, McClain + YU Architecture & Design. Documents are being distributed by Albuquerque Reprographics, 4716 McLeod NE, Albuquerque, NM 87109, (505) 884-0862, [www.arigraphix.com](http://www.arigraphix.com).

Complete sets of proposal documents may be obtained for \$375.00 deposit by licensed contractors. General contractors may request a maximum five (5) complete sets of proposal documents; subcontractors a maximum of two (2) complete sets.

Architect/Engineer's Office:

McClain + Yu Architecture & Design  
2010 Ridgecrest Dr. S.E.  
Albuquerque NM 87108

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

Builder's News and Planroom  
3435 Princeton N.E.  
Albuquerque, NM 87107  
505/884-1752  
F: 505/883-1627  
[buildersnews@live.com](mailto:buildersnews@live.com)

Construction Reporter  
1609 2nd St. N.W.  
Albuquerque, NM 87102  
505/243-9793  
F: 505/242-4758  
[jayne@constructionreporter.com](mailto:jayne@constructionreporter.com)

## Instructions to Proposers

McGraw-Hill Construction Dodge  
4300 Beltway Place, Ste., 180  
Arlington, TX 76018  
800/393-6343  
F: 800/328-4542  
[Dodge\\_document\\_sc@mcgraw-hill.com](mailto:Dodge_document_sc@mcgraw-hill.com)

Reed Construction Data  
30 Technology Pkwy South, Ste. 500  
Norcross, GA 30092  
800/876/4045  
F: 800/642-2437  
[rcdwestnews@reedbuisness.com](mailto:rcdwestnews@reedbuisness.com)

The PlanIt Room  
1155 Westmoreland Suite 102  
El Paso, TX 79925  
915/781-2900  
F: 915-781-2902  
[theplanitroom@yahoo.com](mailto:theplanitroom@yahoo.com)

Deposit is refundable if documents are returned completely including any addenda and in serviceable condition to Albuquerque Reprographics, Inc. No partial sets will be issued. The Documents can be viewed electronically at an FTP site maintained by Albuquerque Reprographics. Viewing the Documents on the FTP site does not release the viewer from the responsibility for the content of the entire set of Documents. All plan deposits shall be company check or cashiers check made payable to NMIMT. No cash will be accepted.

### OFFICIAL CONTACT ONLY

This RFP contains restrictions on contact with the Institution's employees, consultants or others working on behalf of the Institute. Violation of this policy may lead to disqualification.

Proposers may not contact other Institute Departments. Any contact with an Institute Department may automatically result in a rejection of any proposal.

# Instructions to Proposers

## TABLE OF CONTENTS NEW MEXICO INSTITUTE OF MINING and TECHNOLOGY

### **CONTRACT DOCUMENTS**

Section  
Table of Contents  
Advertisement for Request for Proposals  
Special Notice - Proposers Check List  
Instructions to Proposers  
Compliance with Regulatory Agencies  
Proposal Form  
Agreement, Regents/Contractor  
General Conditions  
Supplementary Conditions  
Schedule of Applicable Minimum  
Hourly Rates of State Wages  
Appendix A - STANDARD FOR BUILDING AND CAMPUS DISTRIBUTION SYSTEMS

### **SPECIFICATIONS**

#### **Division 0**

Information Available to All Proposers

#### **Division 1**

Summary of Work  
Alternates  
Contract Modification Procedures  
Payment Procedures  
Project Management and Coordination  
Construction Progress Documentation  
Photographic Documentation  
Submittal Procedures  
Quality Requirements  
Temporary Facilities and Controls  
Product Requirements  
Substitutions and Product Options  
Execution  
Cutting and Patching  
Construction Waste Management and Disposal  
Closeout Procedures  
Operation and Maintenance Data  
Project Record Documents  
Demonstration and Training

#### **Division 2**

Selective Site Demolition

#### **Division 3**

# Instructions to Proposers

Concrete Formwork  
Concrete Reinforcement  
Cast-In-Place Concrete  
Precast Architectural Concrete

## **Division 4**

Unit Masonry

## **Division 5**

Structural Steel  
Metal Decking  
Cold Formed Metal Framing  
Metal Fabrications  
Metal Stairs  
Pipe and Tube Railings

## **Division 6**

Rough Carpentry  
Finish Carpentry  
Architectural Woodwork

## **Division 7**

Crystalline (Capillary) Waterproofing  
Thermal Insulation  
Air Barrier Coatings  
Exterior Insulation Finish Systems (EIFS)  
Thermoplastic Polyolefin (TPO) Roofing  
Sheet Metal Flashing and Trim  
Roof Accessories  
Fire Resistive Joint Systems  
Joint Sealants

## **Division 8**

Hollow Metal Doors and Frames  
Flush Wood Doors  
Stile and Rail Wood Doors  
Access Doors and Frames  
Wood Windows  
Doors Hardware  
Glazing  
Plastic Glazing

## **Division 9**

Gypsum Board Shaft-Wall Assemblies  
Non-Structural Metal Framing  
Gypsum Plastering  
Portland Cement Plastering  
Gypsum Board  
Tiling

# Instructions to Proposers

Acoustical Panel Ceilings  
Resilient Base and Accessories  
Resilient Sheet Flooring  
Resilient Tile Flooring  
Tile Carpeting  
Painting

## **Division 10**

Visual Display Surfaces  
Signage  
Toilet Compartment  
Toilet Accessories  
Fire Protection Specialties

## **Division 11**

Not Used

## **Division 12**

Roller Shades  
Entrance Mats

## **Division 14**

Not Used

## **Division 21**

Common Work Requirements for Fire Suppression  
Trenching and Backfill for Fire Suppression  
Pipe and Pipe Fittings for Fire Suppression  
Piping Specialties for Fire Suppression  
Valves for Fire Suppression  
Vibration and Seismic Controls for Fire Protection  
Fire Suppression and Electrical Installation Coordination  
Fire Protection System, Automatic Wet-Pipe Sprinkler

## **Division 22**

Common Work Requirements for Plumbing  
Demolition  
Trenching and Backfill for Plumbing  
Pipe and Pipe Fittings for Plumbing  
Piping Specialties for Plumbing  
Valves for Plumbing  
Plumbing and Electrical Installation Coordination  
Plumbing Insulation  
Domestic Water Piping  
Sanitary Waste and Vent Piping  
Facility Roof and Area Drainage  
Plumbing Fixtures and Trim

## **Division 23**

Common Work Requirements for HVAC  
Trenching and Backfilling

## Instructions to Proposers

Pipe and Pipe Fittings  
Piping Specialties  
Valves  
Vibration and Seismic Controls for HVAC  
HVAC and Electrical Installation Coordination  
Variable Frequency Drives  
Testing, Adjusting and Balancing of Mechanical Systems  
Mechanical Systems Insulation  
Heating Hot Water System and Equipment  
Chilled Water System and Equipment  
Pumps  
Air Tempering System and Equipment

### **Division 26**

Common Work Results for Electrical  
Conductors and Cables  
Grounding and Bonding for Electrical Systems  
Supporting Devices  
Raceways and Boxes for Electrical Systems  
Underground Ducts and Raceways for Electrical Systems  
Vibration & Seismic Controls for Electrical Systems  
Installation Coordination  
Electrical Identification  
Overcurrent Protective Device Coordination Study  
Overcurrent Protective Device Arc-Flash Study  
Electrical Facility Startup/Commissioning  
Electrical Acceptance Testing  
Lighting Control Equipment  
Switchboards  
Panelboards  
Wiring Devices  
Fuses  
Disconnect Switches and Circuit Breakers  
Surge Protection Devices for Low Voltage Electrical Power Circuits  
Interior Lighting Fixtures  
Exterior Lighting

### **Division 27**

Grounding and Bonding for Communications  
Pathways for Communication Systems  
Sleeves and Sleeve Seals for Communication Pathways and Cabling

### **Division 28**

Digital, Addressable Fire Alarm Systems

### **Division 31**

Earthwork (General)  
Site Clearing  
Grading  
Excavations

## Instructions to Proposers

Trenching  
Fill

### **Division 32**

Aggregate Base Courses  
Asphalt Paving  
Concrete Paving  
Unit pavers

### **Division 33**

Site Water Utility Distribution Piping  
Disinfection of Water Utility Distribution

### **DRAWINGS**

See Index on Drawings Cover Sheet (bound separately)

*END OF TABLE*



## Instructions to Proposers

### INSTRUCTIONS TO PROPOSERS

#### 1. REQUEST FOR PROPOSAL (RFP)

1.1 Request for proposals will be received at the New Mexico Institute of Mining and Technology, Purchasing Services Office, Brown Hall, Rm 110 801 Leroy Place, Socorro, NM 87801 prior to October 7, 2021 at 2:00 P.M. (Local time). The purpose of this Request for Proposal is for: New Mexico Institute of Mining and Technology Brown Hall Renovation.

1.2 Request for Proposal Schedule and Information: The Chief Procurement Officer will make every effort to adhere to the following schedule however the schedule is subject to change.

| Action   | Responsibility                    | Date                                     |
|--|-----------------------------------|--|
| Issuance of Request for Proposal                 | NMIMT Purchasing                  | September 12, 2021                       |
| Mandatory Pre-Proposal Conference and Site Visit | NMIMT Purchasing<br>Proposer      | September 23, 2021 10:00 AM (local time) |
| Deadline for Pre-Approved Equals                 | Proposer                          | September 27, 2021 5:00 PM (local time)  |
| Deadline for Questions                           | Proposer                          | September 27, 2021 5:00 PM (local time)  |
| Deadline for Addendum(s)                         | NMIMT Purchasing                  | October 1, 2021 5:00 PM (local time)     |
| Submission of Proposal                           | Proposers                         | October 7, 2021 2:00 PM (local time)     |
| Subcontractor Listing Threshold                  | NMIMT Project<br>Manager/Proposer | \$28,750                                 |
| Time for Completion of Work                      | Awarded Proposer                  | 380 Calendar Days from Notice to Proceed |
| Liquidated Damages                               | Awarded Proposer                  | \$1,000.00 per day                       |

Proposers who attend mandatory pre-proposal and site visit do so at their own expense.

#### 1.3 Procedural or Technical Inquiries

Any inquiries or request regarding clarification of this procurement document shall be submitted in writing to the Chief Procurement Officer whose decision shall be final. Technical questions will be routed by the Chief Procurement Officer to the correct representative for clarification.

| Chief Procurement Officer                              | Special Projects Director / ORCM                   | Architect/Engineer  |
|--|--|---|
| Kimela Miller<br>575-835-5881<br>kimela.miller@nmt.edu | Alex Garcia<br>575-835-5723<br>alex.garcia@nmt.edu | Raimund McClain<br>505-266-2142<br>raimund@mcclain-yu.com |

## Instructions to Proposers

1.4 New Mexico Institute of Mining and Technology may waive any informality or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time of the opening of proposals or authorized postponement thereof.

1.5 Submission of Proposal: Submission of proposal may be delivered to Purchasing Services Office. A total of one (1) original and one disc or thumb drive are required. The completed offer must be in a sealed envelope or box marked with "Request for Proposal" and corresponding RFP number and addressed as follows:

MAIL TO: NMIMT – Purchasing Services Office  
Attn: Chief Procurement Officer  
RFP# 220920C  
Brown Hall, Rm 110  
801 Leroy Place  
Socorro, NM 87801

1.5.1 It is the Proposer's responsibility to deliver its proposal at the proper time to the proper place. The mere fact that a proposal was dispatched will not be considered, the Proposer must have the proposal actually delivered or submitted to NMIMT Purchasing Services Office.

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

1.5.3 Please limit proposal to thirty (30) one sided pages excluding Proposal Form, bid bond, Resident Contractor Preference Number or Resident Veteran Contractor Preference Certificates, Certificate of Debarment, Non-Collusion Affidavit. Include page numbers on your proposal.

## 2. WITHDRAWAL OF PROPOSAL

2.1 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no proposer may withdraw its proposal within sixty (60) days after the actual date of the opening.

2.2 No Proposer will be deemed responsible if it has been debarred by NMIMT, if in the preceding twelve months it has failed to perform any contract, or if Proposer's bonding company has been required to complete the work of a contract for Proposer. At the direction

## **Instructions to Proposers**

of NMIMT, the apparent successful Proposer may be required to provide any documentation necessary to show Proposer is in good standing and not subject to debarment.

### **3. COMPLETION OF FORM**

3.1 All proposals must include the Proposal Form included in this RFP. The Proposer shall record costs on lines provided on the Proposal Form both in written words and in figures. The Proposal Form must be signed and acknowledged by the Proposer.

3.2 In case of a difference in written words and figures on the Proposal Form, the amount stated in written words shall govern.

3.3 If the Proposer is a Corporation, the signer must be an officer of the Corporation. A copy of the corporate resolution authorizing the officer to sign for the Corporation may accompany the proposal or may be submitted at the time the contract is awarded. All addenda shall be acknowledged on the Proposal Form.

### **4. BID BOND**

4.1 A Bid Bond payable to NMIMT in an amount not less than 5% of the total bid submitted must accompany each proposal. This serves as a guarantee that, if awarded the RFP, the Proposer will enter into a contract with NMIMT. This 5% Bid Bond must be in a form satisfactory to NMIMT that is executed by a surety company authorized to do business in the State of New Mexico.

### **5. SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.1 The Proposer shall provide in their proposal a listing of subcontractors to be used on the project in conformance with the Subcontractors Fair Practice Act. The threshold for listing of subcontractors shall be twenty eight thousand seven hundred and fifty dollars (\$28,750) of the total project costs not including alternates. The Proposer shall list the following information:

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

5.1.2 The nature of the work which will be done by each subcontractor. The Proposer shall list only one subcontractor for each category as defined by the proposer; and

5.1.3 The type and classification of license with corresponding expiration date as issued by

## Instructions to Proposers

Construction Industries Division.

5.2 A proposal submitted by any Proposer which fails to comply with the provisions of this section is a non-responsive proposal and shall not be accepted.

5.3 In accordance with NMSA 13-4-36A (3), NMIMT reserves the right to refuse to approve a subcontractor listed and may request substitution by the Contractor. The Proposer shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Architect/Engineer and the Owner's satisfaction that he actually has, or will obtain, fully adequate facilities and plans to perform the work with his own forces.

5.4 Listed subcontractors must be used to complete the project unless written prior approval is requested by the General Contractor and is granted by the Chief Procurement Officer, whose decision is final.

5.5 Relations between awarded Contractor and Subcontractors shall be in accordance with the Subcontractors Fair Practice Act - Substitution of Subcontractor, NMSA 13-4-36.

5.6 This act does not apply to work covering street lighting and traffic signals; construction, improvement or repair of streets or highways, including bridges; and underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines. NMSA 13-4- 35.

5.7 Subcontractor shall provide to the Contractor a performance and payment bond if the Subcontractor's work to be performed on the project is one hundred twenty five thousand dollars (\$125,000) or more. The Contractor shall furnish to the Owner copies of these bonds if requested by the owner.

## 6. WAGE RATES

6.1 Proposer should note that the New Mexico Department of Labor requires wage rates on any project that exceeds \$60,000 including all change orders issued after proposal award before taxes.

6.2 Public Works Minimum Wage Act Registration: A Contractor or a subcontractor that submits a proposal valued at more than \$60,000.00 for a Public Works project that is subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Labor Department. All tiers of subcontractors are subject to this law. NMIMT may reject a proposal from a contractor that does not have a proof of required registration for itself or its subcontractors. NMSA 13-4-13.1

## **Instructions to Proposers**

6.3 The current New Mexico Department of Labor, Labor and Industrial Division, Public Works Bureau wage rates are included in the RFP.

### **7. INTERPRETATIONS**

7.1 No interpretation of the meaning of the plans, specifications or other proposal documents shall be made to any Proposer verbally. Every request for such interpretation should be in writing and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which, if issued, shall be provided to all prospective Proposers, not later than five (5) days prior to the opening of proposals. Failure of any Proposer to receive any such addendum or interpretations shall not relieve such Proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the Contract Documents.

### **8. LAWS AND REGULATIONS**

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

### **9. OBLIGATION OF PROPOSER**

9.1 At the time of the opening of proposal, each Proposer shall be presumed to have attended the mandatory pre-proposal meeting, inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Proposer to examine the site and any form, instrument, or document, shall in no way relieve any Proposer from obligation in respect of its proposal.

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

### **10. TIMES FOR START AND COMPLETION OF CONSTRUCTION**

10.1 Unless a specific date is stated in the contract documents as the commencement of construction, Proposers must agree to commence work within ten (10) days of the date of receipt of the written Notice to Proceed (NTP). If requested on the Proposal Form the

## **Instructions to Proposers**

Proposer shall specify the number of project consecutive calendar days required for the completion of the project on the Proposal Form. Note that liquidated damages are included for late completion. Time for completion of this project is noted in RFP Schedule Section 1.2. The Contractor shall not begin until all contract documents are signed by both NMIMT and Contractor and the NTP has been issued to the Contractor.

### **11. STANDARD FORM OF AGREEMENT**

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

### **12. EQUAL EMPLOYMENT OPPORTUNITIES**

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

### **13. NEW MEXICO PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT**

13.1 Proposers should inform themselves of the Public Works Apprenticeship and Training Act. NMSA 13-4D-4(B) of that Act states in part: "Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employees who elect not to participate in training shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director."

### **14. NEW MEXICO WORKERS' COMPENSATION ACT**

14.1 Proposer agrees to inform themselves of the Workers' Compensation Act and to comply with state laws and rules pertaining to Workers' Compensation insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, a contract awarded as a result of this RFP may be

## Instructions to Proposers

cancelled effective immediately.

### 15. SUBMITTALS

15.1 Submittals and Requirements for Prior Approval: Proposers who wish to obtain prior approval for the use of materials or products other than those specified may do so by the date specified in the RFP Schedule (Section 1.2). The request for prior approval for any material or products which is not already specified must be submitted in writing to the Architect/Engineer. Submittals for prior approval shall be rejected if they do not include sufficient information to demonstrate acceptability as specified. This request must be approved by the Architect/Engineer to be considered as an equal. The Architect/Engineer shall identify all approved materials or products in a written addendum. However, some materials or equipment may be specified as “without substitution” when so approved by the NMIMT Purchasing Services Office. Prior approval of roofing materials shall not void the Roofing Warranty and Certification Submittal Requirement specified elsewhere in this RFP.

15.2 Proposers may submit a proposal (pre-award) that utilizes material or products other than those specified; however without obtaining prior approval as stated in Section 14.2 the Proposer risks the disapproval of material or products as equal and rejection of the proposal.

15.3 Roofing Warranty and Certification Submittal Requirement: Certification of Roofing Systems and Roofing Systems Application shall be provided together if applicable and prior to execution of the contract. This certification shall be in the form of a letter from the prior approved, specified or submitted product manufacturer's company which includes the following:

15.3.1 Confirmation(s) that the Product Manufacturing Company (Companies) shall provide a no dollar limit warranty (or warranties) on the roofing project, for the duration(s) specified.

15.3.2 Confirmation(s) that the Proposer or its listed roofing subcontractor has been approved by the Product Manufacturing Company (Companies) for application of their product(s).

15.4 When a trade name is specified it shall be standard. Proposers proposing substitutes shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

15.5 Requirements for Prior Approval: A condition of prior approval of equals (before proposal due date) is that: Prior to 5:00 PM, September 22, 2021. Proposers requesting prior approval for the use of any material, apparatus or appliance which is not already approved for use by specification must forward its request to the Architect, McClain + Yu Architecture &

## **Instructions to Proposers**

Design, 2010 Ridgecrest Drive SE, Albuquerque, NM 87108. This request must be received and signed or stamped by the Architect, McClain+Yu Architecture & Design, by 5:00 PM. The Architect shall identify all approved materials, apparatus or appliances in a written addendum. The addendum will be mailed by the Architect following the pre-bid conference no later than September 24, 2021 by 5:00PM. Products that have not been approved and listed in an addendum by the above date shall not be prior approved for use as equals. Submittals for prior approval shall be rejected if they do not include sufficient information to demonstrate acceptability as specified. Prior approval of roofing materials shall not void the Roofing Warranty and Certification Submittal Requirement specified elsewhere in this Section.

### **15.6 New Mexico Tech Standard Specifications**

15.6.1 Building Hardware: Sargent locks – 10 line series (no substitutions).

15.6.2 Facilities Management Systems: All devices shall be manufactured by Automated Logic System with BACnet capability (no substitutions).

15.6.3 Control valves and actuators will be manufactured by Belimo (no substitutions).

15.6.4 Medium Voltage Distribution Equipment: Any transformer MUST be UL Listed and also have a Factory Sector Switch to interrupt the power.

15.6.5 Elevators: Not Used

15.6.6 Air Handlers shall be manufactured by Trane or approved equal.

15.6.7 Fire Alarm Equipment will be Notifier with voice evacuation capabilities (no substitutions).

15.6.8 Campus Utility Metering System: Electrical Meters shall be Emon metering system with BACnet capabilities (no substitutions).

15.6.9 Chilled Water Meters and Hot Water Meters shall be manufactured by Onicon with BACnet capabilities (no substitutions).

15.6.10 Standard for Building and Campus Distribution Systems (see Appendix A).

## **16. DISCUSSIONS WITH OFFEROR AND AWARD**

16.1 The Procurement Code permits and NMIMT reserve the right to negotiate and/or conduct discussions with any or all interested firms and/or to make an award of a contract



## **Instructions to Proposers**

without such negotiations and/or discussions based only on evaluation of the written proposals. NMIMT reserves the right to contact and interview anyone connected with any past or present project with which the respondent has been associated.

### **17. PUBLIC INSPECTION**

17.1 After award, each proposal except those portions for which a company has made a written request for confidentiality, shall be open to public inspection. Companies wishing to designate information as proprietary/confidential shall mark as such the respective pages of their proposal with the designation "PROPRIETARY AND CONFIDENTIAL."

### **18. EVALUATION CRITERIA**

18.1 Proposals shall be evaluated by a committee comprised solely of three to five (3-5) NMIMT employees. Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Proposer shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Proposer cannot be awarded both a resident preference and a resident veteran business preference. Proposers shall include in their proposal a copy of certificate issued by State of New Mexico Taxation and Revenue. This project does not utilize federal funds and New Mexico In-State Resident and Resident Veteran Business preference points apply. However, attached FAR forms are required.

18.2 The evaluation process by the committee will be in two (2) phases. The first phase will be to evaluate the proposals on their technical information and once that is complete the second phase will begin. The second phase will be the evaluation of the financial consideration applying the formula shown on the criteria page.

#### **18.3 Basis for Award**

##### **18.3.1 Financial Considerations**

18.3.1.1 Cost will be considered in the overall evaluation of proposals in regard to cost consciousness, cost realism, probable costs, cost reasonableness, and financial adequacy. Additionally, the Proposer should exhibit an understanding of the contract requirements and that understanding should be reflected in the cost and financial information.

##### **18.3.2 Similar Project Experience and References**

18.3.2.1 Describe the Proposer's extent and quality of experience with similar projects in Higher Education. Provide project information and references of former and current clients

## Instructions to Proposers

for projects similar in size and scope of this project.

18.3.2.2 The Proposer's management experience and past performance shall be evaluated for relevance, depth, quality of experience and proven effectiveness in completing similar projects.

### 18.3.3 Composition of Project Team and Technical Approach

18.3.3.1 Describe the experience, qualifications, and organization of the team. Describe your organizational plan and discuss how it will ensure successful accomplishment of the project. Describe key personnel and their responsibilities.

18.3.3.2 Provide background information, resumes, curriculum vitae, etc. to demonstrate the level of qualifications held by key personnel who will be assigned to the project. Provide an organizational chart showing key personnel assignments and reporting channels. Proposed personnel shall be evaluated for depth and relevance of experience as it relates to the requirements of this Project.

18.3.3.3 Information should be provided on the Team's Management Plan and Technical Approach to be used to construct this Project. Describe how the Proposer will organize and manage the Project on this Site. Include a schedule to further illustrate.

### 18.3.4 Compliance with Regulatory Agencies

18.2.4.1 The committee will be reviewing all federal forms required within this RFP for completeness, accuracy, and full disclosure. Those forms are *Compliance with Regulatory Agencies; Certification Regarding Debarment, Suspension, and Other Responsibility Matters;* and the *Non-Collusion Affidavit*.

## Instructions to Proposers

|  | Possible Points | Points This RFP |
|--|-----------------|-----------------|
| <b>Financial Considerations</b><br>Score for this area shall be calculated by the following formula:<br>Lowest Offer divided by other individual offers, multiplied by 50 = Score  | 50              |                 |
| <b>Similar Project Experience</b><br>Provide detailed information on similar renovation experience to this project as described within this RFP with emphasis on Higher Education and NMIMT projects. List up to five (5) completed projects and provide the following for each:<br>Overview/Description of completed project<br>Beginning cost (budget) and final cost of completed project<br>Number of change orders<br>Adherence to schedule – was project completed on time | 20              |                 |
| <b>Composition of Project Team and Technical Approach</b><br>Include resumes of key personnel that will be assigned to this project and their roles and responsibilities. Provide number of years' experience, specifically in similar renovation experience; previous overall experience; licensure, education and/or equivalent; length of time working together; etc. Include a Project Team Organizational Chart, Management Plan and Technical Approach to the project.     | 25              |                 |
| <b>Compliance with Regulatory Agencies</b><br>Submit Compliance with Regulatory Form included in this RFP  | 5               |                 |
| <b>Total Possible Points</b>   | 100             |                 |
| <b>New Mexico Resident Business Preference</b><br>Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation and Revenue Department.  | 5               |                 |
| <b>Veteran New Mexico Resident Business Preference</b><br>Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation and Revenue Department.   | 10              |                 |
|  |                 |                 |
| <b>Total Possible Points and Preference Points</b>   |                 |                 |

### 19. SCOPE OF WORK

19.1 This project will renovate Brown Hall, which is on the National Register of Historic Places, and is a 3 story; 23,872 square foot building that serves as the main administrative building for New Mexico Tech and is in need of a renovation. This renovation will provide:

## **Instructions to Proposers**

- High efficiency fan coil cooling throughout the building and updating the internal circulation within the building by connecting the building to the campus chilled water loop;
- Removal of the ad hoc mixture of cooling systems;
- Addition of a fire sprinkler system to the building basement;
- Upgrade of the Electrical, Mechanical, and IT systems that will utilize direct digital controls for the HVAC system and LED lights providing energy efficiencies;
- Selective interior remodeling of all three floors to provide much needed office space and storage along with new paint, flooring, ceilings, and windows;
- Site upgrades that will better integrate the rear entrances of the building into the campus common.

## **Instructions to Proposers Notice/Proposers Checklist**

To preclude possible errors and/or misinterpretations, Proposers attention is called to the following requirements for this Proposal. This list is not meant to be all-inclusive. Proposer should be familiar with all of the proposal documents. Failure of proposers to submit a complete proposal in accordance with all instructions provided is cause for NMIMT to reject proposal.

### **Proposal Form:**

1. Name of Company on first page and on top of each page of Proposal Form.
2. Resident Contractor Preference Number (In-state Certification No.) on Proposal Form and a copy of certificate.
3. Resident Veteran Contractor Preference Number (In-state Certification No.) on Proposal Form and a copy of certificate.
4. Authorized signature with name typed or printed on Proposal Form.
5. Corporate Resolution (if Corporation).
6. New Mexico Contractors License Number on Proposal Form.
7. Minimum Wage Act Registration Number (if Applicable) on Proposal Form.
8. Proposal amount written and enumerated in ink legibly or typewritten.
9. Any corrections to proposal amount must be initialed and submitted before due date.
10. Acknowledge addenda.

## Instructions to Proposers

### **SUBMIT TOGETHER WITH PROPOSAL FORM**

1. List of Similar Renovation Work Experience
2. Information on Project Team Composition
3. List of subcontractors as required by Subcontractors Fair Practice Act.
4. Compliance with Regulatory Agencies Form
5. Bid Bond
6. Certificate of Debarment and Suspension
7. Non-Collusion Affidavit
8. A list of projects of similar scope and complexity completed in the last three (3) years. The list shall contain a contact individual's name, phone number, and email address.
9. In addition to subcontractors listed on the Proposal Form, a list of key supervisors and superintendents that will be utilized on this project along with their credentials.
10. Any other information to support your company's ability to meet the evaluation criteria referenced in Section 18 or requested elsewhere in this RFP.

*(Rest of page intentionally blank)*

# Proposal Forms

## Proposal Form

**To:** New Mexico Institute of Mining and Technology  
801 Leroy Place  
Socorro, NM 87801

**Re:** RFP# 220920C

Proposal of \_\_\_\_\_ (hereinafter called Proposer) a:

Corporation  Partnership  or Individual

The Proposer in compliance with RFP mentioned above having examined the proposal documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials, equipment and labor, hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated below. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the RFP proposal and as outlined in the contract documents.

The Proposer accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposer, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for sixty (60) days after the day of Proposal opening.

The Proposer shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Proposal and agrees to commence work within ten (10) calendar days of the date of Notice of Proceed, and complete all work in all areas resulting in substantial completion of the project according to these specifications and drawings within time of completion as stated in RFP Schedule Section 1.2. Though not to be the only remedy, Liquidated Damages may be assessed at rate stated in RFP Schedule Section 1.2 per day for days beyond contract time.

An award shall be made pursuant to the evaluation criteria in the Instruction to Proposers. The Institute reserves the right to accept or reject any all proposals, based entirely on its own judgment as to which are in the best interest of the Institute and/or within available funds. By signing this form, proposers acknowledge receipt of the following addendum/addenda:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ #6 \_\_\_\_\_ #7 \_\_\_\_\_

\_\_\_\_\_  
*Title* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Telephone* \_\_\_\_\_ *Email* \_\_\_\_\_

\_\_\_\_\_  
*NM Contractor's License Number* \_\_\_\_\_ *Expiration Date* \_\_\_\_\_

\_\_\_\_\_  
*Resident Contractor Certification Number* \_\_\_\_\_ *Resident Veteran Contractor Certification Number* \_\_\_\_\_

\_\_\_\_\_  
*Applicable Minimum Wage Act Registration Number* \_\_\_\_\_ *License Classification(s)* \_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

## Proposal Forms

For work, described in the Specifications and the Drawings for the NMIMT Brown Hall Renovation mentioned above, Proposer agrees to perform all work for the following sums of:

**Base Bid** (*Lump Sum or Line items*):

| Base | Description  | Cost (Lump Sum) |
|------|--|-----------------|
|      | Scope of work as indicated by the Construction Documents not identified as an alternate. | \$              |

\$ \_\_\_\_\_

**Base Bid Amount written out (excluding NMGRT)**

**Alternates**

| Alt #    | Description   | Cost (Lump Sum) |
|----------|---|-----------------|
| <b>1</b> | Women's Room 107 Additional Plumbing Scope as indicated by the Construction Documents | \$              |

\$ \_\_\_\_\_

**Additive Alternate #1 Amount written out (excluding NMGRT)**

| Alt #    | Description | Cost (Lump Sum) |
|----------|-------------|-----------------|
| <b>2</b> | Not Used    | \$              |

N/A \$ \_\_\_\_\_

**Additive Alternate #2 Amount written out (excluding NMGRT)**

| Alt #    | Description | Cost (Lump Sum) |
|----------|-------------|-----------------|
| <b>3</b> | Not Used    | \$              |

N/A \$ \_\_\_\_\_

**Additive Alternate #3 Amount written out (Excluding NMGRT)**

| Alt #    | Description   | Cost (Lump Sum) |
|----------|---|-----------------|
| <b>4</b> | Corridor 108 Additional Woodwork as indicated by the construction Documents | \$              |



## Proposal Forms

\_\_\_\_\_ \$ \_\_\_\_\_

### ***Additive Alternate #4 Amount written out (Excluding NMGRT)***

| Alt # | Description  | Cost (Lump Sum) |
|-------|--|-----------------|
| 5     | Old Main Patio Substitute Brick Pavers for Concrete as indicated by the Construction Documents | \$ _____        |

\_\_\_\_\_ \$ \_\_\_\_\_

### ***Additive Alternate #5 Amount written out (Excluding NMGRT)***

| Alt # | Description   | Cost (Lump Sum) |
|-------|---|-----------------|
| 6     | Exterior Areaways Replacement Covers as indicated by the Construction Documents | \$ _____        |

\_\_\_\_\_ \$ \_\_\_\_\_

### ***Additive Alternate #6 Amount written out (Excluding NMGRT)***

| Alt # | Description   | Cost (Lump Sum) |
|-------|---|-----------------|
| 7     | Replace Existing Knob Set Hardware with Lever Sets as indicated by the Construction Documents | \$ _____        |

\_\_\_\_\_ \$ \_\_\_\_\_

### ***Additive Alternate #7 Amount written out (Excluding NMGRT)***



**Proposal Forms**  
**Compliance with Regulatory Agencies**

*Please fill out this form to document and submit your response to the evaluation criteria listed in the Instruction to Proposers.*

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects?     Yes  No

If "no" please explain: \_\_\_\_\_

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site?     Yes  No

If "no" please explain: \_\_\_\_\_

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects?     Yes  No

If "no" please explain: \_\_\_\_\_

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years?  
 Yes  No

If "no" please explain: \_\_\_\_\_

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations?     Yes  No

If "no" please explain: \_\_\_\_\_

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

\_\_\_\_\_

*Name*

*Title*

\_\_\_\_\_

*Signature*

*Date*

## Proposal Forms

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this proposal been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State Antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three year period preceding this proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

---

*Typed Name and Title of Authorized Representative*

---

*Signature of Authorized Representative*

*Date*

**Proposal Forms**  
**NON-COLLUSSION AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is (title) \_\_\_\_\_ of (organization) \_\_\_\_\_ submits herewith to New Mexico Institute of Mining and Technology (NMIMT), a proposal and that all statement of fact in such proposal is true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of NMIMT, or any Proposer of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price or fix the proposal price of said Proposer or of anyone else or to raise or fix any overhead, profit or cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that NMIMT, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.

\_\_\_\_\_ )  
*Name*

\_\_\_\_\_ )  
*Title*

\_\_\_\_\_ )  
*Signature*

\_\_\_\_\_ )  
*Date*

## Proposal Forms

**AGREEMENT**  
**Between**  
**NEW MEXICO INSTITUTE OF MINING and TECHNOLOGY (NMIMT)**  
**And CONTRACTOR**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties as follows:

|   |                    |
|---|--------------------|
| Owner   | Contractor         |
| New Mexico Institute of Mining and Technology | Name of Contractor |
| 801 Leroy Place                               | Address            |
| Socorro, NM 87801                             | City, State, Zip   |
|   | License Number     |

The Project is: \_\_\_\_\_

The Representative / Special Projects is: \_\_\_\_\_

The Project Architect is: \_\_\_\_\_

NMIMT and the Contractor agree as set forth below.

### **1. THE CONTRACT DOCUMENTS**

1.1 The term "Contract Documents" shall consist of the following and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Agreement between Owner and Contractor  
Request for Proposal Documents Completed Proposal Form  
Performance Bond  
Labor and Material Payment Bond  
General Conditions and Supplementary Conditions Drawings  
Specifications  
State and Federal wage rate determinations as applicable  
All issued Addenda  
Notice to Proceed  
Authorized Change Orders

## Proposal Forms

### 2. THE WORK

2.1 This contract shall include the Work as required by the Contract Documents.

### 3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Agreement shall commence within ten (10) days of the date of the Notice to Proceed and, subject to authorized adjustments, Substantial Completion shall be achieved not later than , \_\_\_\_\_ 2022, which 380 calendar days from date of Notice to Proceed.

3.2 The Parties acknowledge that it is difficult to determine actual damages, should Contractor fail to perform by the date(s) specified in the Contract Documents, and further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature. Liquidated Damages may be assessed to the Contractor at NMIMT's discretion at \$1000.00 per day, for days beyond time agreed upon for Substantial Completion.

### 4. CONTRACT SUM

4.1 NMIMT shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, including all applicable New Mexico Gross Receipts Tax (NMGRT). The Contract Sum is determined as follows:

|                         |             |
|-------------------------|-------------|
| Base Bid:               | \$ _____    |
| Accepted Alternates: #1 | \$ _____    |
| #2                      | \$ Not Used |
| #3                      | \$ Not Used |
| #4                      | \$ _____    |
| #5                      | \$ _____    |
| #6                      | \$ _____    |
| #7                      | \$ _____    |
| NMGRT on above amounts: | \$ _____    |
| Total Contract Amount:  | \$ _____    |

### 5. PROGRESS PAYMENTS

5.1 Progress payments shall be in accordance with General Conditions Section 9.5

### 6. FINAL PAYMENT

## Proposal Forms

6.1 Final payment shall be made in accordance with General Conditions Section 9.8

### **7. MEDIATION**

7.1 In the event that a dispute arises with respect to any of the provisions contained in this contract (other than Termination as set forth in General Conditions Section 14) or any other matter affecting this contractual relationship between the Institute and the Contractor, the parties agree that prior to filing any court action to enforce the contract or rights under the contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience of a mediator. The parties shall mutually agree upon the choice of mediator, In the event the parties have not agreed to a mediator within ten (10) days of written notice to the other regarding the dispute, then a list of seven (7) potential mediators will be obtained from a professional association and the parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for half of mediation costs.

### **8. NOTICES**

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

Contractual Questions:

New Mexico Institute of Mining and Technology  
Attn: Purchasing Services Office / Chief Procurement Officer  
801 Leroy Place  
Socorro, NM 87801

Technical Questions:

Name: McClain + Yu Architecture & Design  
Attn: Raimund McClain  
Address: 2010 Ridgecrest Drive S.E.  
City, State Zip: Albuquerque NM 87108

### **9. CONDUCT ON INSTITUTE PROPERTY AND WORK SITE**

9.1 The Contractor shall require all persons in its employ, directly or by subcontract, and all representatives of suppliers to comply with the contractor's safety policy in the work area. NMIMT policies on Equal Opportunity / Affirmative Action, Drug Abuse, and Harassment apply while on Institute property and construction sites.



## Proposal Forms

### 10. REFERENCE STANDARDS

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

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

### 11. RECORD DOCUMENTS

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

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

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

### 12. LICENSED BY THE STATE OF NEW MEXICO

12.1 All Contractors and Subcontractors are required to be licensed by the State of New Mexico and shall continue to be so licensed for the term of the Contract.

12.2 The rights and obligations provided for in the agreement shall become effective and binding upon the signature of both parties.

NEW MEXICO INSTITUTE OF MINING  
and TECHNOLOGY

CONTRACTOR

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Proposal Forms

### NEW MEXICO INSTITUTE OF MINING and TECHNOLOGY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

---

#### MARCH 2013 EDITION TABLE OF CONTENTS

- |   |   |
|---|---|
| 1. GENERAL PROVISIONS                       | 8. COMMENCEMENT AND PROGRESS              |
| 2. ARCHITECT                                | 9. PAYMENTS AND COMPLETION                |
| 3. OWNER                                    | 10. PROTECTION OF PERSONS AND PROPERTY    |
| 4. CONTRACTOR                               | 11. BONDING AND INSURANCE                 |
| 5. SUBCONTRACTORS                           | 12. CHANGES IN THE WORK                   |
| 6. WORK BY OWNER OR BY SEPARATE CONTRACTORS | 13. UNCOVERING AND CORRECTION OF THE WORK |
| 7. MISCELLANEOUS PROVISIONS                 | 14. TERMINATION OF THE CONTRACT           |

**Proposal Forms**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

| <b>Subject/Article/Paragraph</b>                              | <b>Section Number</b> |
|---|-----------------------|
| Acceptance of Defective or Non-conforming Work.....           | 13.3                  |
| Administration of the Contract .....                          | 2.2                   |
| Applications for Payment.....                                 | 9.3                   |
| Application for Final Payment.....                            | 9.9                   |
| <b>ARCHITECT.....</b>   | <b>2</b>              |
| <b>BONDING AND INSURANCE.....</b>                             | <b>11</b>             |
| Certificates for Payment.....                                 | 9.4                   |
| <b>CHANGES IN THE WORK.....</b>                               | <b>12</b>             |
| Change Orders.....  | 12.1                  |
| Claims for Adjustment to Contract Sum.....                    | 12.2                  |
| Claims for Damages.....                                       | 7.6                   |
| Cleaning Up.....  | 4.15                  |
| <b>COMMENCEMENT AND PROGRESS.....</b>                         | <b>8</b>              |
| Communications.....   | 4.17                  |
| Concealed Conditions.....                                     | 12.3                  |
| Contract Sum.....   | 9.1                   |
| <b>CONTRACTOR.....</b>  | <b>4</b>              |
| Contractor's Insurance.....                                   | 11.3                  |
| Contractor's Liability Insurance.....                         | 11.4                  |
| Contractor's Performance and Materials and Payment Bonds..... | 11.1                  |
| Correction of Work.....                                       | 13.2                  |
| Cutting and Patching of Work.....                             | 4.14                  |
| Definitions.....  | 1.1                   |
| Defective Performance.....                                    | 4.8                   |
| Delays and Extensions of Time.....                            | 8.2                   |
| Documents and Samples at the Site.....                        | 4.12                  |
| Emergencies.....  | 10.4                  |
| Equal Employment Opportunities.....                           | 7.3                   |
| Final Completion and Payment.....                             | 9.8                   |
| <b>GENERAL PROVISIONS.....</b>                                | <b>1</b>              |
| Governing Law of the State of New Mexico.....                 | 7.1                   |
| Incorporation of Document.....                                | 1.2                   |
| Indemnification.....  | 4.19                  |
| Information and Services Required of Owner.....               | 3.2                   |
| Labor and Materials.....                                      | 4.4                   |
| Liquidated Damages as a Result of Delay by Contractor.....    | 7.8                   |
| Manufacturer's Directions.....                                | 4.7                   |
| <b>MISCELLANEOUS PROVISIONS.....</b>                          | <b>7</b>              |
| Mutual Responsibility .....                                   | 6.3                   |

## Proposal Forms

|  |           |
|--|-----------|
| Owners' Right to Carry Out the Work.....                           | 3.4       |
| Owners' Right to Clean Up .....                                    | 6.4       |
| Owners' Right to Perform Work and to Award Separate Contracts..... | 6.1       |
| Owners' Right to Stop the Work.....                                | 3.3       |
| <b>PAYMENTS AND COMPLETION .....</b>                               | <b>9</b>  |
| Payment of Taxes.....  | 7.2       |
| Payments Withheld.....   | 9.6       |
| Permits, Fees and Notices .....                                    | 4.9       |
| Power of Attorney.....   | 11.1      |
| Progress Schedule and Schedule of Values.....                      | 4.11      |
| Progress Payments. ....  | 9.5       |
| <b>PROTECTION OF PERSONS AND PROPERTY .....</b>                    | <b>10</b> |
| <b>OWNER.....</b>  | <b>3</b>  |
| Review of Contract Documents .....                                 | 4.2       |
| Rights and Remedies.....   | 7.7       |
| Royalties and Infringements.....                                   | 4.18      |
| Safety and Environmental Requirements.....                         | 10.3      |
| Safety of Persons and Property.....                                | 10.2      |
| Safety Precautions and Programs.....                               | 10.1      |
| Schedule of Values.....  | 9.2       |
| Separate and Other Contractors.....                                | 6.2       |
| Site Visit.....  | 1.3       |
| Standard, Equals, Substitutes, Submittals.....                     | 4.6       |
| <b>SUBCONTRACTORS.....</b>   | <b>5</b>  |
| Subcontractual Relations.....                                      | 5.2       |
| Substantial Completion.....  | 9.7       |
| Successors and Assigns.....  | 7.4       |
| Superintendent.....  | 4.10      |
| Supervision and Construction Procedures.....                       | 4.3       |
| <b>TERMINATION OF THE CONTRACT.....</b>                            | <b>14</b> |
| Termination by the Contractor.....                                 | 14.1      |
| Termination by Owner.....  | 14.2      |
| Tests.....   | 7.9       |
| Time.....  | 8.1       |
| <b>UNCOVERING AND CORRECTION OF WORK.....</b>                      | <b>13</b> |
| Uncovering of Work.....  | 13.1      |
| Use of Site.....   | 4.13      |
| Utilities Location and Shut-Off.....                               | 4.16      |
| Warranty, Guarantee, Workmanship, Materials.....                   | 4.5       |
| <b>WORK BY OWNER OR BY SEPARATE CONTRACTORS.....</b>               | <b>6</b>  |
| Written Notice.....  | 7.5       |

## Proposal Forms

### 1. GENERAL PROVISIONS

#### 1.1 DEFINITIONS

1.1.1 The term "Contract Documents" shall mean the Agreement, General and Supplementary Conditions, completed Proposal Form, Drawings, Specifications, and authorized Addenda and Change Orders.

1.1.2 The term "Proposal Documents" shall mean all of the Contract Documents, Advertisement for Proposals, Instructions to Proposers, and other information provided for the purpose of preparation of proposals for performance of the Work.

1.1.3 The term "Contract" shall mean this Contract, entered into by virtue of these complete Proposal Documents. The term "contract(s)" shall mean any other contract(s), separate and distinct from this Contract.

1.1.4 The term "Contract Sum" shall mean the dollar amount stated in the Agreement, or that amount as modified by Change Order, including the Base Proposal, awarded Proposal Lots, Additive Alternates, and applicable Unit Prices as stated in the Proposal Form.

1.1.5 The term "Addendum" or "Addenda" shall mean a change or changes to the Proposal Requirements and Contract Documents issued by the Architect prior to proposal due date.

1.1.6 The term "Change Order" shall mean a written order from the Architect to the Contractor issued after execution of the Contract authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time, and, which when fully executed, shall be signed by the Contractor, the Architect, and Owner, or their respective representatives.

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

1.1.8 "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.9 "Notice to Proceed" shall mean written notice to the Contractor from Owner's representative(s) to begin performance of the Work required by the Contract Documents.

1.1.10 Unless otherwise provided, the "Contract Time" is the period of time allotted in the Contract Documents from date of Notice to Proceed to Substantial Completion of the Work, including authorized adjustments thereto.

## Proposal Forms

1.1.11 The actual date of "Commencement" of the Work shall not be later than ten (10) days after the date of receipt of Notice to Proceed.

1.1.12 The actual date of "Substantial Completion" of the Work or designated portion thereof is the date certified in writing by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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

1.1.14 The term "New Mexico Gross Receipts Tax" or "NMGRT" as used in the Contract Documents, in Applications for Payment, and in Certificates for Payment shall be defined as including all applicable Local Options Taxes.

1.1.15 "Drawings" and "drawings" shall be any plans, details, sections, elevations, and other drawings under title of this project.

1.1.16 "Specifications" shall mean the written, qualitative requirements for products, materials, and workmanship, as well as written procedural and administrative requirements of the Work. All Sections of Divisions 1 through, and including Division 49, are Specifications.

1.1.17 "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

1.1.20 The terms "approved" and "directed" shall mean as approved and directed by the Architect.

1.1.21 "Best", "good" and "proper" shall signify the best possible and most workmanlike manner and using the best materials known to the trade.

## **Proposal Forms**

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

### **1.2 INCORPORATION OF DOCUMENT**

1.2.1 The Supplementary Conditions, Division 1 - General Requirements, Notice to Proceed, and the Technical Specification Sections of Divisions 1 through 32, are incorporated into these General Conditions.

1.2.2 The General Conditions and Supplementary Conditions of the Contract, and Division 1 Sections apply to all other Divisions and Sections of the Specifications.

1.2.3 In the event of contradiction, these General Conditions shall take precedence over requirements of the Specifications and Drawings.

1.2.4 Titles to divisions and paragraphs in the specifications are made for convenience only, and are not to be taken as a correct separation of units of labor, materials and subcontracts. No responsibility is assumed by Owner or Architect for the omission or duplication made by the Contractor or subcontractors.

1.2.5 The Drawings and Specifications are complementary each to the other and what is called for by one shall be as binding as if called for by both. Where conflicting, Specifications shall take precedence over Drawings and large scale Drawings and Details shall take precedence over small scale Drawings.

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

### **1.3 SITE VISIT**

1.3.1 The site for the subject construction is defined in Request for Proposal Instruction to Proposers. Contractor shall hold Owner harmless from damage from trespassing on property of others. There shall be no dumping of construction debris or other material on Owner’s property. Any material requiring special handling by Federal or State law shall be removed in compliance with the requirements of those laws. All such material shall be removed from the site by the Contractor.

1.3.2 By executing the Contract, the Contractor represents that the site has been visited, the

## **Proposal Forms**

Contractor is familiar with the local conditions under which the Work is to be performed, and the Contractor has correlated observations with the requirements of the Contract Documents.

### **2. ARCHITECT**

#### **2.1 DEFINITIONS**

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

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

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

2.1.4 The "Special Projects Director" is the Owner's representative responsible for oversight of the project's construction. That individual is an employee of the Owner.

#### **2.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

2.2.4 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will make recommendations to Owners' Representative for Contract Management (herein also referred to as ORCM) for determination of the amounts owing to the Contractor. Without abrogating any of the duties



## **Proposal Forms**

and responsibilities assigned by law to the Architect of Record, the ORCM will make final determinations and will issue Certificates for Payment in such determined amounts.

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

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

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

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

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

## **3. OWNER**

### **3.1 DEFINITION**

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

### **3.2 INFORMATION AND SERVICES REQUIRED OF OWNER**

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

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

## **Proposal Forms**

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

### **3.3 OWNERS' RIGHT TO STOP THE WORK**

3.3.1 If the Contractor fails to correct defective Work or, if in the opinion of Owners' representative fails to carry out the Work in accordance with the Contract Documents, Owner may by written order direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. This right of 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 the Contractor or any other person or entity, except to the extent required elsewhere in these Conditions.

### **3.4 OWNERS' RIGHT TO CARRY OUT THE WORK**

3.4.1 If the Contractor defaults or fails, in the opinion of Owners' representative, to carry out the Work in accordance with the Contract Documents (within seven (7) days after written notice from Owners' representative) to commence and continue correction of such default or neglect with diligence and promptness; Owner may require Contractor to make good the cost of correcting the deficiencies. Seven (7) days following additional written notice to the Contractor and without prejudice to any other remedy, Owner may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to Owner .

## **4. CONTRACTOR**

### **4.1 DEFINITION**

4.1.1 The Contractor is the Proposer whose proposal is accepted by Owner and with whom a written contract is entered. The term "Contractor" means the Contractor or its authorized representative.

### **4.2 REVIEW OF CONTRACT DOCUMENTS**

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

## Proposal Forms

### 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

### 4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

### 4.5 WARRANTY, GUARANTEE, WORKMANSHIP, MATERIALS

4.5.1 All Work shall be warranted and guaranteed against faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion of the whole Work by the Prime Contractor. Work by subcontractors substantially completed before Substantial Completion by the Prime Contractor shall carry additional warranties through Substantial Completion by the Prime Contractor. All suppliers and subcontractors shall be required by their respective contractors to provide this warranty and guarantee to Owner.

4.5.2 Equipment shall bear the manufacturer's standard warranty in addition to Contractor's one (1) year materials guarantee and workmanship warranty.

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

## **Proposal Forms**

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

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

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

### **4.6 STANDARD, EQUALS, SUBSTITUTES, SUBMITTALS**

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

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

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

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

4.6.5 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

## **Proposal Forms**

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

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

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

4.6.9 No portion of the Work requiring submission of a Shop Drawing, Product Data or

4.6.10 Sample shall be commenced until the submittal has been approved by the Architect. All such portions of the Work shall be in accordance with approved submittals.

### **4.7 MANUFACTURER'S DIRECTIONS**

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

### **4.8 DEFECTIVE PERFORMANCE**

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

### **4.9 PERMITS, FEES AND NOTICES**

4.9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the proposal is awarded.

## **Proposal Forms**

4.9.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.9.3 It is the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor believes any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the Architect, the Special Projects Director and the Chief Procurement Officer in writing, and any necessary changes shall be accomplished by appropriate modification. If the appropriate Owners' representative determines that the Contract Documents are not at variance with applicable laws, statutes, building codes and regulations, and so directs; the Contractor shall continue performance of the Work in accordance with the Contract Documents.

4.9.4 If the Contractor performs any Work having reason to believe it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, the Special Projects Manager and Chief Procurement Officer, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

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

### **4.10 SUPERINTENDENT**

4.10.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. To the extent practicable Contractor shall maintain a written log of communication that the Contractor reasonably believes to be important.

### **4.11 PROGRESS SCHEDULE AND SCHEDULE OF VALUES**

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

4.11.2 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may

## **Proposal Forms**

require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the Work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

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

### **4.12 DOCUMENTS AND SAMPLES AT THE SITE**

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

### **4.13 USE OF SITE**

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

### **4.14 CUTTING AND PATCHING OF WORK**

4.14.1 Unless otherwise specified, the Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of Owner or the work of any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of the Architect.

### **4.15 CLEANING UP**

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operation. At completion of the work the Contractor shall have removed all of the waste materials and rubbish from and about the Project and all tools, construction equipment, machinery and surplus materials. Any waste materials and rubbish

## **Proposal Forms**

defined as hazardous or requiring specific disposal requirements under any law, ordinance, or regulation shall be disposed of in accordance with the applicable law, ordinance or regulation.

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

4.15.3 All clean, uncontaminated soils excavated and not reused at the site for the Work in accordance with the Contract Documents shall be transported and dumped by the Contractor at the Contractors expense.

### **4.16 UTILITIES LOCATION AND SHUTOFF**

4.16.1 Compliance shall be required with Chapter 62, Article 14 NMSA 1978, the New Mexico State Code regarding the location, excavation and protection of utilities. Responsibilities for the location of existing utilities, their protection, and repair of damaged utilities shall be assigned in accordance with Chapter 62, Article 14 NMSA 1978. The New Mexico One Call number for requests for location of utilities is 1-800-321-2357.

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

4.16.3 Unless a longer time period for notification of request is required by the Specifications or Drawings, the Contractor shall submit his written request not less than twenty one (21) days before all intended utilities shutoffs. In no case shall the period for notification be less than twenty one (21) days.

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

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

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



## **Proposal Forms**

### **4.17 COMMUNICATIONS**

4.17.1 Except as provided in the Contract Documents, the Contractor shall forward all communications to Owner through the Architect unless directed otherwise in writing by the Chief Procurement Officer. The Contractor shall respond immediately to requests made of it by the Chief Procurement Officer directly to the Chief Procurement Officer and by the Architect to the Architect.

### **4.18 ROYALTIES AND INFRINGEMENTS**

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

### **4.19 INDEMNIFICATION**

4.19.1 The Contractor shall indemnify and hold harmless Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Contract Documents.

## **5. SUBCONTRACTORS**

### **5.1 DEFINITION**

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor does not include any contractor under a separate contract with Owner or its Subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Subcontractor means a Subcontractor or an authorized representative thereof.

## **Proposal Forms**

### **5.2 SUBCONTRACTUAL RELATIONS**

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

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

5.2.3 Requests for consent of Owner to substitute Subcontractors, or to perform in-house Work of a Subcontractor, supplement a Subcontractor shall be submitted to Owner designated representative, the New Mexico Institute of Mining and Technology, Chief Procurement Officer, 801 Leroy Place, Brown Hall, Rm 114, Socorro, NM 87801.

### **6. WORK BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNERS' RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

6.1.1 Owner reserve the right to perform work related to the Project with its own forces, or to permit contractors of the bonding company to complete the Work, or to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by Owner, such claim shall be made as provided elsewhere in the Contract Documents.

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

#### **6.2 SEPARATE AND OTHER CONTRACTORS**

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

## Proposal Forms

### 6.3 MUTUAL RESPONSIBILITY

6.3.1 The Contractor shall afford Owner and separate contractors reasonable space for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents. Under no circumstances shall Owner be liable for off-site storage space.

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

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

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

6.3.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues Owner on account of any damage alleged to have been caused by the Contractor, Owner shall notify the Contractor who shall defend such proceedings at the Contractors expense, and if any judgment or award against Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse Owner for all attorneys' fees and court costs which Owner have incurred.

### 6.4 OWNER RIGHT TO CLEAN UP

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

## 7. MISCELLANEOUS PROVISIONS

### 7.1 GOVERNING LAW OF THE STATE OF NEW MEXICO

7.1.1 The Contract shall be governed by the law of the State of New Mexico. All applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over

## **Proposal Forms**

construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

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

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

### **7.2 PAYMENT OF TAXES**

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

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

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

### **7.3 EQUAL EMPLOYMENT OPPORTUNITIES**

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

### **7.4 SUCCESSORS AND ASSIGNS**

7.4.1 The Contractor binds itself, its partners, successors, assigns and legal representatives to Owner in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract in whole or in part. The Contractor shall not assign any moneys due or to become due to it hereunder. Owner shall not give any

## **Proposal Forms**

effect to assignment of monies due except only as directed by a court having jurisdiction over Owner.

### **7.5 WRITTEN NOTICE**

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

### **7.6 CLAIMS FOR DAMAGES**

7.6.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts the Contractor is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. If damage occurs to the Contractor, a notice to Owner shall be given in the manner and within the time set forth in the New Mexico Tort Claims Act.

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

### **7.7 RIGHTS AND REMEDIES**

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

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

## **Proposal Forms**

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

### **7.8 LIQUIDATED DAMAGES AS A RESULT OF DELAY BY CONTRACTOR**

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

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

### **7.9 TESTS**

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

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

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

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

## Proposal Forms

### **8. COMMENCEMENT AND PROGRESS**

#### **8.1 TIME**

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

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

#### **8.2 DELAYS AND EXTENSIONS OF TIME**

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

8.2.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty (20) days after the commencement of the delay; otherwise it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

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

### **9. PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

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

#### **9.2 SCHEDULE OF VALUES**

9.2.1 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in

## **Proposal Forms**

such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

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

### **9.3 APPLICATIONS FOR PAYMENT**

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

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

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

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

9.3.5 Payments for materials or equipment stored off-site shall only be made to the Contractor if a Financing Statement and Security Agreement approved by Owner is properly signed and filed. Owner may impose other conditions it determines appropriate prior to payment.



## **Proposal Forms**

9.3.6 The Contractor shall warrant that title to all Work, materials and equipment covered by an application for payment will pass to Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

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

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

### **9.4 CERTIFICATES FOR PAYMENT**

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

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

### **9.5 PROGRESS PAYMENTS**

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

## **Proposal Forms**

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

9.5.3 Retainage shall not be withheld.

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

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

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

## **9.6 PAYMENTS WITHHELD**

9.6.1 Owner's Representative for Contract Management may decline to certify payment and may withhold a Certificate in whole or in part, to the extent reasonably necessary to protect Owner. If the opinion of the Architect and the ORCM renders them unable to make representations to Owner as provided elsewhere in this Document, the Architect and ORCM will notify the Contractor. If the Contractor and the ORCM cannot agree on a revised amount, the ORCM will promptly request a Certificate for Payment from the Contractor for the amount for which the ORCM is able to make such representations to Owner. Notwithstanding the foregoing, Owner may make partial payment. The ORCM may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, with recommendations of the Architect he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect Owner from loss because of: 1) Defective Work not remedied; 2) Third party claims filed or reasonable evidence indicating probable filing of such claims; 3) Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment; 4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; 5) Damage to Owner or another contractor; 6) Reasonable evidence that the Work will not be completed within the Contract Time, 7) Persistent failure to carry out the Work in accordance

## **Proposal Forms**

with the Contract Documents; or 8) Any other condition or event which may cause loss to Owner.

### **9.7 SUBSTANTIAL COMPLETION**

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

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

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

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

9.7.5 Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### **9.8 FINAL COMPLETION AND PAYMENT**

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

## **Proposal Forms**

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

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

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for Payment.

## **9.9 APPLICATION FOR FINAL PAYMENT**

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

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

## **10. PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

## Proposal Forms

### 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: 1) All employees on the Work and all other persons who may be affected thereby; 2) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or anyone directly contracting with, or indirectly employed by it, and 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities.

10.2.4 When the use of specialized lifting equipment (aerial lifts, cranes, scaffolds, platforms, etc.), is used and is necessary for the execution of work and could potentially affect or create a hazard to campus areas outside the constructions zone, the Contractor shall first notify the ORCM.

10.2.5 When the use or storage of hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. When using or storing hazardous materials at jobsite, Contractor shall first notify the ORCM. The Contractor shall then comply with all rules, requirements and regulations of that office with regard to the hazardous material.

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

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

## Proposal Forms

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

### 10.3 SAFETY AND ENVIRONMENTAL REQUIREMENTS

10.3.1 Contractor shall provide for the safety of workers, Owner' personnel and the public, and shall comply with the requirements of regulating agencies for public health and safety, the Occupational Safety and Health Administration's (OSHA) rules and regulations, and with all applicable safety laws and regulations.

10.3.2 Contractor shall provide temporary enclosures or barricades at excavations and the removable sites of hazardous materials.

10.3.3 The Contractor and subcontractors shall abide by all applicable regulations of: 1) the Department of Transportation in accordance with 49 CFR 1-1200; and 2) the Environmental Protection Agency in accordance with 40 CFR 1-790. In the event the Contract Documents require transportation of hazardous materials, prior to such transportation the Contractor shall submit for approval to the Chief Procurement Officer.

10.3.4 Proof of a Department of Transportation (DOT) Registration Number.

10.3.5 DOT Hazardous Material Transportation Security Plan, if applicable. Best summarized as needed when shipping placarded amounts of hazardous materials from Owner.

10.3.6 Proof of contractor personnel receiving DOT Hazardous Material Transportation Training, and if applicable DOT Specific Security Plan Training.

10.3.7 If transporting hazardous waste, proof of an Environmental Protection Agency (EPA) Identification Number.

10.3.8 If Contractor encounters at the site material reasonably believed to contain asbestos containing material (ACM), presumed asbestos containing material (PACM), lead paint, or polychlorinated biphenyl (which has not been rendered harmless and is not scheduled during the performance of the Work to be rendered harmless) and it must be disturbed for performance of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the contract point-of-contact in writing. Work in the affected area shall not resume until the material is rendered harmless, and it is agreed in writing by the

## **Proposal Forms**

contract Architect or Owner and the Contractor (or as otherwise allowed by law) that Work in the area should resume.

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

10.3.10 Light fixtures, mechanical and electrical equipment supplied or installed under contract with Owner shall not contain lead or mercury; if this is not practicable, light fixtures, mechanical and electrical equipment supplied or installed under contract with Owner shall contain the lowest amounts of lead or mercury as possible. For example, non-mercury thermostats should be installed. Light bulbs certified as "low mercury" i.e. with industry standard green tips/green labeling should be used whenever possible.

10.3.11 Fixtures, piping, solder and flux provided under this Contract and used in the installation of systems delivering water for human consumption shall be lead free. The term lead free is defined as pipe and fixtures which do not contain more than 8.0% lead and solder, and flux which does not contain more than 0.2% lead.

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

## **10.4 EMERGENCIES**

10.4.1 In any emergency affecting the safety of persons or property the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided elsewhere for Changes in the Work.

## **11. BONDING AND INSURANCE**

### **11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS**

## **Proposal Forms**

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

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

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

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

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

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

## **11.2 POWER OF ATTORNEY**

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

## **11.3 CONTRACTOR'S INSURANCE**

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

## **11.4 CONTRACTOR'S LIABILITY INSURANCE**

11.4.1 The Contractor shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance as approved by Owner at the time of signing of the contract. All Certifications of Insurance must be executed by an



## **Proposal Forms**

Insurance Company authorized to do business in the State of New Mexico. Owner shall be included as a loss payee and/or additional insured.

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

Bodily injury, each person, excluding medical and medically-related expenses - \$400,000

Medical and medically-related expenses - \$300,000

Bodily injury, each occurrence, excluding medical and medically-related expenses - 750,000

Medical and medically-related expenses - \$300,000

Property Damage, each occurrence - \$100,000

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

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

## **12. CHANGES IN THE WORK**

### **12.1 CHANGE ORDERS**

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

12.1.2 Owner or its representative, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions: the Contract Sum and the Contract Time being adjusted accordingly thereafter. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The Contractor understands that Owner' representative will not order changes in the Work which include an adjustment in the Contract Sum or an extension of the Contract Time inconsistent with the intent of the Contract Documents. Such changes shall be effected by written change order, and shall be binding on Owner and the Contractor. The Contractor shall

## Proposal Forms

carry out such written change orders promptly.

### 12.2 CLAIMS FOR ADJUSTMENT TO CONTRACT SUM

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

12.2.2 The cost or credit to Owner resulting from a change in the Work shall be determined by mutual agreement between Owner and Contractor. Such adjustments shall be determined by one of the following methods:

12.2.3 Prices based on percentages or fractions of prices used in the Original Proposal by which the Project was awarded to the Contractor, for deletion of, or the addition of work;

12.2.4 A lump sum amount, agreed to by the contracting parties; or

12.2.5 Contractor's estimate for cost of labor, material, rentals, and equipment plus overhead and profit combined and added as one percentage sum only (not compounded). The Architect shall have the right to request, and the Contractor shall provide when requested breakdowns of estimated costs of labor and materials.

12.2.6 Allowances for overhead and profit shall be made only on change orders resulting in net increases to the Contract amount, based on the following schedule:

| <b>Change Order Amount Before Markup</b> | <b>Contractor/Subcontractor O/H and Profit for Work by Own Forces</b> | <b>Contractor O/H and Profit for Work by Subcontractors</b> |
|--|---|---|
| Less than \$20,000                       | 12%   | 8%  |
| \$20,001 or Greater                      | 7%  | 5%  |

12.2.7 Overhead is defined as General Overhead Cost (Indirect Expenses) to include: Contractor or Subcontractor's office expenses (office rent or lease expense, office supplies, utilities, insurance, communication, office equipment, furniture, and taxes). Contractor's staff salary expenses (executives, administrative staff, purchasing staff, bookkeepers, office located project managers, scheduler, and/or estimators, and miscellaneous office staff not directly employed on the project). Miscellaneous expenses (legal fees, license or association fees, consultant such as accountant, auditors, and information technology, depreciation expense, travel expense, donations).

## Proposal Forms

12.2.8 Acceptable Temporary Facilities (Direct Expenses) applied to change orders may include the following costs as they apply to a specific Change Order request, and calculated on a prorated bases: site located owned or leased office space, site located storage buildings, sanitary facilities, drinking water and cups, travel or per diem expenses. Prorated calculation: (original item cost) / (# of original days estimated) = (daily item cost)  
(accepted # of calendar day extension) X (daily item cost) = (Change Order item amount)

12.2.9 Acceptable Labor (Direct Expenses) applied to Change Orders may include the following costs as they apply to a specific Change Order request, and calculated on the established hourly wage rate cost, plus actual burden, multiplied by the amount of time the individual is expected to work on the Change Order request: Jobsite superintendent, foreman, field engineer, or other site personnel.

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

### 12.3 CONCEALED CONDITIONS

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

## 13. UNCOVERING AND CORRECTION OF WORK

### 13.1 UNCOVERING OF WORK

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

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect with prior approval of Owner representative, may request to see such work and it shall be uncovered by the

## **Proposal Forms**

Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such work is not in accordance with the Contract Documents, the Contractor shall pay all costs of uncovering the work and the costs of bringing the Work into compliance with the Contract Documents.

### **13.2 CORRECTION OF WORK**

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

13.2.2 If, during the guarantee period, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly. This obligation shall survive termination of the Contract. Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming, unless removal is waived by Owner.

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

13.2.5 The Contractor shall bear the cost of making good all work of Owner or separate contractors destroyed or damaged by such correction or removal.

## **Proposal Forms**

### **13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

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

### **14. TERMINATION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR**

14.1.1 If a permit is not issued for the commencement of any portion of the Work, or if the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, then the Contractor may, upon seven (7) additional days' written notice to Owner and the Architect terminate the Contract and recover from Owner payment for reasonable, actual expenses to that date.

#### **14.2 TERMINATION BY OWNER**

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

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

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

## Proposal Forms



### LABOR RELATIONS DIVISION [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US)

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

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

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

### Wage Decision Approval Summary

1) Project Title: Renovation of Brown Hall  
Requested Date: 08/04/2021  
Approved Date: 08/05/2021  
Approved Wage Decision Number: SO-21-1546-B

### Wage Decision Expiration Date for Bids: 12/03/2021

2) Physical Location of Jobsite for Project:  
Job Site Address: 801 Leroy Place  
Job Site City: Socorro  
Job Site County: Socorro

3) Contracting Agency Name (Department or Bureau): New Mexico Institute of Mining & Technology  
Contracting Agency Contact's Name: Kimela Miller  
Contracting Agency Contact's Phone: (575) 835-5881 Ext.

4) Estimated Contract Award Date: 10/31/2021

5) Estimated total project cost: \$7,100,000.00

a. Are any federal funds involved?: No

b. Does this project involve a building?: Yes - Brown Hall is a two story (with basement) building that requires updating. It is a historical building. All three floors will be renovated: windows, walls, floors, HVAC, electrical, plumbing, etc.

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?: This is the main administrative building for the school. It is outdated and needs to be brought up to code.

## Proposal Forms

6) Classifications of Construction:

| Classification Type and Cost Total               | Description  |
|--|--|
| <b>General Building (B) Cost: \$7,100,000.00</b> | <p>The Work consists, but is not limited to of the following: Selective demolition of existing exterior and interior improvements, Site Grading for Building Slab/Foundation and Site Drainage. Concrete Foundations and Site Paving. Metal Decking, and Structural Stud Framing. Wood Blocking, Finish Carpentry. Thermal Insulation, , TPO Roofing, Sealants. Hollow Metal Doors and Frames, Stile and Rail Wood Doors including Aluminum Clad Exterior Doors, Aluminum Clad Wood Windows and Door Hardware. Interior Metal Stud Framing with Gypsum Board, Gypsum Plastering Patching, Stucco Cement Plastering and Limited EIFS, Acoustical Ceiling Tile, Resilient Tile Flooring, Tile Carpeting, Vinyl Accessories, Toilet Partitions, Toilet Accessories, Projection Screens and Painting. Fire Extinguishers, Plumbing, HVAC Equipment, Electrical, Fire Alarm and Communications pathways work.</p> |

## Proposal Forms

### PUBLIC WORKS PROJECT REQUIREMENTS

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

#### Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

#### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3(three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract



## **Proposal Forms**

amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

### **Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

### **Additional Information**

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

### **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@state.nm.us](mailto:public.works@state.nm.us) or call (505) 841-4400.

## Proposal Forms

### TYPE “B” – GENERAL BUILDING

Please refer to the base and fringe rate columns that pertain to the date your wage decision was approved. For instance, if your wage decision was approved on April 1, 2021, you will use the rates in the first two columns. If your wage decision was approved on May 10, 2021, use the third and fourth columns.

### TYPE “B” – GENERAL BUILDING

Please refer to the base and fringe rate columns that pertain to the date your wage decision was approved. For instance, if your wage decision was approved on April 1, 2021, you will use the rates in the first two columns. If your wage decision was approved on May 10, 2021, use the third and fourth columns.

| Trade Classification  | Effective January 1, 2021<br>Through May 4, 2021 |                | Effective<br>May 5, 2021 |                | Effective<br>January 1,<br>2020 Through<br>December 31,<br>2021 |
|---|--|----------------|--------------------------|----------------|---|
|   | Base<br>Rate                                     | Fringe<br>Rate | Base<br>Rate             | Fringe<br>Rate | Apprent<br>iceship  |
| <b>Asbestos Workers/Heat and Frost insulators</b>                   | 33.01  | 12.06          | 32.26                    | 12.06          | 0.60  |
| <b>Asbestos Workers/Heat and Frost insulators-Los Alamos County</b> | 35.44  | 12.06          | 34.69                    | 12.06          | 0.60  |
| <b>Boilermaker/ blacksmith</b>                                      | 34.97  | 28.85          | 34.97                    | 28.85          | 0.60  |
| <b>Bricklayer/Block layer/Stonemason</b>                            | 24.97  | 9.50           | 24.46                    | 8.81           | 0.60  |
| <b>Carpenter/Lather</b>   | 25.63  | 11.74          | 24.63                    | 11.24          | 0.60  |
| <b>Carpenter-Los Alamos County</b>                                  | 28.37  | 13.44          | 27.80                    | 13.19          | 0.60  |
| <b>Millwright/ pile driver</b>                                      | 33.16  | 27.24          | 33.16                    | 25.24          | 0.60  |
| <b>Cement Mason</b>   | 21.07  | 10.33          | 21.07                    | 10.33          | 0.60  |

**Proposal Forms**

| <b>Electricians-Outside Classifications-<br/>Zone 1</b> |       |       |       |       |      |
|---|-------|-------|-------|-------|------|
| Ground man  | 23.74 | 13.16 | 23.27 | 12.67 | 0.60 |
| Equipment Operator                                      | 34.06 | 15.94 | 33.39 | 15.35 | 0.60 |
| Lineman/Tech  | 40.07 | 17.57 | 39.28 | 16.91 | 0.60 |
| Cable Splicer   | 44.08 | 18.65 | 43.21 | 17.95 | 0.60 |

| <b>Electricians-Outside Classification:<br/>Zone 2</b> |       |       |       |       |      |
|--|-------|-------|-------|-------|------|
| Ground man   | 23.74 | 13.16 | 23.27 | 12.67 | 0.60 |
| Equipment Operator                                     | 34.06 | 15.94 | 33.39 | 15.35 | 0.60 |
| Lineman/ technician                                    | 40.07 | 17.57 | 39.28 | 16.91 | 0.60 |
| Cable Splicer  | 44.08 | 18.65 | 43.21 | 17.95 | 0.60 |

| <b>Electricians-Outside Classifications:<br/>Los Alamos</b> |       |       |       |       |      |
|---|-------|-------|-------|-------|------|
| Ground man  | 24.42 | 13.34 | 23.94 | 12.85 | 0.60 |
| Equipment Operator  | 35.04 | 16.21 | 34.35 | 15.60 | 0.60 |
| Lineman/ Technician   | 41.22 | 17.88 | 40.41 | 17.21 | 0.60 |
| Cable Splicer   | 45.34 | 18.99 | 44.45 | 18.28 | 0.60 |

| <b>Electricians-Inside Classifications:<br/>Zone 1</b> |       |       |       |       |      |
|--|-------|-------|-------|-------|------|
| Wireman/ low voltage technician                        | 33.65 | 12.01 | 32.70 | 11.18 | 0.60 |

**Proposal Forms**

|   |       |       |       |       |      |
|---|-------|-------|-------|-------|------|
| Cable Splicer   | 37.02 | 12.11 | 35.97 | 11.28 | 0.60 |
| <b>Electricians-Inside Classification:<br/>Zone 2</b>     |       |       |       |       |      |
| Wireman/ low voltage technician                           | 36.68 | 12.10 | 35.64 | 11.27 | 0.60 |
| Cable Splicer   | 40.04 | 12.20 | 38.91 | 11.37 | 0.60 |
| <b>Electricians-Inside Classification:<br/>Zone 3</b>     |       |       |       |       |      |
| Wireman/ low voltage technician                           | 38.70 | 12.16 | 37.61 | 11.33 | 0.60 |
| Cable Splicer   | 42.06 | 12.26 | 40.88 | 11.43 | 0.60 |
| <b>Electricians-Inside Classification:<br/>Zone 4</b>     |       |       |       |       |      |
| Wireman/ low voltage technician                           | 42.40 | 12.27 | 41.20 | 11.44 | 0.60 |
| Cable Splicer   | 45.75 | 12.37 | 44.47 | 11.53 | 0.60 |
| <b>Electricians-Inside Classification: Los<br/>Alamos</b> |       |       |       |       |      |
| Wireman/ low voltage technician                           | 38.70 | 14.09 | 37.61 | 13.21 | 0.60 |
| Cable Splicer   | 42.06 | 14.36 | 40.88 | 13.47 | 0.60 |
| <b>Elevator Constructor</b>                               | 43.25 | 36.37 | 43.80 | 35.25 | 0.60 |
| <b>Elevator Constructor Helper</b>                        | 36.19 | 36.37 | 35.04 | 35.25 | 0.60 |
| <b>Glazier</b>  |       |       |       |       |      |
| Journeyman/ Fabricator                                    | 20.50 | 6.20  | 20.25 | 5.35  | 0.60 |
| Delivery Driver   | 9.00  | 5.35  | 9.00  | 5.35  | 0.60 |
| <b>Ironworker</b>   | 27.35 | 17.49 | 27.00 | 15.75 | 0.60 |
| <b>Painter (Brush/Roller/Spray)</b>                       | 17.25 | 7.75  | 17.00 | 6.88  | 0.60 |
| <b>Paper Hanger</b>                                       | 17.25 | 7.75  | 17.00 | 6.88  | 0.60 |
| <b>Drywall- Light Commercial &amp;<br/>Residential</b>    |       |       |       |       |      |
| Ames tool operator  | 25.63 | 7.60  | 25.08 | 7.10  | 0.60 |
| Hand finisher/machine texture                             | 24.63 | 7.60  | 24.08 | 7.10  | 0.60 |
| <b>Plasterer</b>  | 23.56 | 9.39  | 23.17 | 8.99  | 0.60 |
| <b>Plumber/Pipefitter</b>                                 | 31.52 | 12.90 | 30.76 | 11.62 | 0.60 |
| <b>Roofer</b>   | 25.74 | 7.97  | 25.23 | 7.97  | 0.60 |

### Proposal Forms

|   |       |       |       |       |      |
|---|-------|-------|-------|-------|------|
| <b>Sheet metal worker</b>                 |       |       |       |       |      |
| Zone 1                                    | 33.38 | 17.64 | 31.03 | 17.26 | .60  |
| Zone 2 – Industrial                       | 34.38 | 17.64 | 32.03 | 17.26 | .60  |
| Zone 3 – Los Alamos                       | 35.38 | 17.64 | 33.03 | 17.26 | .60  |
| <b>Soft Floor Layer</b>                   | 20.30 | 8.10  | 19.94 | 7.70  | 0.60 |
| <b>Sprinkler Fitter</b>                   | 31.57 | 23.46 | 30.90 | 22.29 | 0.60 |
| <b>Tile Setter</b>                        | 24.46 | 8.81  | 24.46 | 8.81  | 0.60 |
| <b>Tile Setter Helper/Finisher</b>        | 16.53 | 8.81  | 16.53 | 8.81  | 0.60 |
| <b>Laborers</b>                           |       |       |       |       |      |
| Group I- Unskilled and semi-skilled       | 18.25 | 7.12  | 17.50 | 6.27  | 0.60 |
| Group II- Skilled                         | 19.25 | 7.12  | 18.50 | 6.27  | 0.60 |
| Group III- Specialty                      | 21.50 | 7.12  | 20.75 | 6.27  | 0.60 |
| <b>Masonry Laborers</b>                   |       |       |       |       |      |
| Group I- Unskilled and Semi-Skilled       | 18.75 | 7.34  | 18.00 | 6.27  | 0.60 |
| Group II- Skilled                         | 20.50 | 7.34  | 19.75 | 6.27  | 0.60 |
| Group III- Specialty                      | 21.00 | 7.34  | 20.25 | 6.27  | 0.60 |
| Reinforcing iron workers and post tension | 24.75 | 7.12  | 24.00 | 6.27  | 0.60 |

**Proposal Forms**

| <b>Operators</b>     |       |      |       |      |      |
|----------------------|-------|------|-------|------|------|
| Group I              | 21.96 | 7.47 | 20.95 | 7.27 | 0.60 |
| Group II             | 24.12 | 7.47 | 23.11 | 7.27 | 0.60 |
| Group III            | 24.58 | 7.47 | 23.57 | 7.27 | 0.60 |
| Group IV             | 25.02 | 7.47 | 24.01 | 7.27 | 0.60 |
| Group V              | 25.21 | 7.47 | 24.20 | 7.27 | 0.60 |
| Group VI             | 25.42 | 7.47 | 24.41 | 7.27 | 0.60 |
| Group VII            | 25.53 | 7.47 | 24.52 | 7.27 | 0.60 |
| Group VIII           | 28.58 | 7.47 | 27.56 | 7.27 | 0.60 |
| Group IX             | 30.96 | 7.47 | 29.95 | 7.27 | 0.60 |
| Group X              | 34.36 | 7.47 | 33.35 | 7.27 | 0.60 |
| <b>Truck Drivers</b> |       |      |       |      |      |
| Group I-VII          | 16.65 | 8.27 | 16.45 | 7.87 | 0.60 |
| Group VIII           | 16.71 | 8.27 | 16.51 | 7.87 | 0.60 |
| Group IX             | 18.65 | 8.27 | 18.45 | 7.87 | 0.60 |

**NOTE:** All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE** according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://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](http://www.dws.state.nm.us).

# Proposal Forms

## APPENDIX A

### STANDARD FOR BUILDING AND CAMPUS DISTRIBUTION SYSTEMS

*New Mexico Tech  
Information Technology & Communications (ITC)  
December 2017*

#### **1.0 INTRODUCTION**

This document establishes criteria intended to standardize voice, data, and low voltage infrastructure systems inside and outside buildings by setting specific guidelines and standards. The intent of this standard is to define requirements and procedures based on the current industry standards. New Mexico Tech Information Technology & Communications (ITC) will be updating this standard as technologies emerge (fiber, wireless, and copper). This document is intended for use as a technical reference for RFP's and planning building and campus wiring. It is required for use by anyone designing, planning, installing or repairing New Mexico Tech campus wiring and/or infrastructure.

#### **1.2 PLANNING**

1. All planning for buildings (new, retrofit, remodel, or lease) must include outside and inside facilities for telephone, data, video, and all low voltage systems (security/alarm services, sound, etc.). It is recommended that New Mexico Tech ITC is consulted early in the process so that all requirements are met including those required by the Americans with Disabilities Act.

2. Specifically, planning must consider:

- The quality and competence level of the distribution system and associated external equipment necessary to meet immediate and long-term requirements. Some basic planning in the early stages of a project will avoid expensive material and labor costs.
- ITC has established a policy of installing distribution systems and the associated connecting hardware meeting the following criteria:
  - Fiber to the desktop (multi-mode/single-mode).
  - For 10 gigabit applications Category 6a or fiber is recommended.
  - Presently, Category 7 is not an EIA/TIA standard but is an ISO standard and must have an exception for approval.
  - Minimum of Category 6 for new installations.

## **Proposal Forms**

- Category 5e is NOT to be used for new or existing voice and data installations except by approval only.
- Video, alarm, security, and other low voltage systems should be installed with minimum requirements to assure correct operation of such devices.
- Other media may be used as required by special request and approved by ITC.
- Main Communications Equipment Rooms and Telecommunication Rooms for equipment, protection, termination (punch-down) blocks, patch panels, grounding, servers, satellite equipment racks, environmental conditioning, lighting, room access, etc., as needed.
- Pathways for inter and intra-building cabling. (E.g. conduits, raceways, structural design.)
- Entrance facilities shall be in accordance with the NEC and local codes for the any application requiring aerial, direct burial or conduit feeds to the building. This includes codes covering grounding, bonding, protection, and demarcation point. These must be documented on the architectural drawings.
- Special power requirements for the desktop and or the Main Communications Equipment Room may be considered.
- Environmental concerns must be considered (heating, cooling, and lighting).
- Other considerations as floor loading, door opening and working space - required by the NEC code if by an electrical panel.

### **MAIN COMMUNICATIONS EQUIPMENT ROOM**

Any room serving as the main location for data, telephone, and low voltage systems that house main wiring cross connects shall be deemed the Main Communications Equipment Room. Generally the Main Communications Equipment Room will be the entrance point for facilities that enters the building. Local Telco, Alarm Company, video services, data POP, and other communication services may appear within the Main Communications Equipment Room. Entrance facilities may be extended to the Main Communications Equipment Room if required to keep the wiring plant within specification. The Main Communications Equipment Room may also serve as a Telecommunication Room. The Main Communications Equipment Room generally serves an entire building, other Telecommunications Rooms, external buildings or campus. The MCER specifications for satellite or outlying locations may be adjusted to incorporate Telecommunications Room with the approval of ITC.

1. There must be one Main Communications Equipment Room (MCER) in each building located in proximity to but not co-located or adjacent with an electrical room for power and grounding requirements.
2. Sized at a minimum of 150 square feet (10' x 15') Note: Contact ITC for any exceptions.
3. Ceilings should be of a solid design, (no false ceilings except where HVAC concerns are necessary) at least 8 feet, 6 inches high, painted with low gloss paint non-reflective.



## Proposal Forms

4. The walls must go to the roof deck for security. Sleeves must be installed for cable access to the Main Communications Equipment Room with appropriate fire stopping.
5. Lighting must be equivalent to 50 foot-candles as measured 3 feet from the finished floor.
6. If the Main Communications Equipment Room is to be used as a Telecommunications Room, locate as near as possible to the center of the building.
7. Fire suppression should be a part of the design and is dependent of cost, equipment, and local codes. The following are recommended:
  - An approved water free fire suppression system is recommended as the first choice.
  - If water is used a dry pipe system using misters is recommended to reduce equipment damage in the Main Communications Equipment Room.
  - A wire cage or recessed heads should be installed to prevent accidental breakage of sprinkler heads or misters if a dry pipe system is not used. A drainage trough should also be installed under sprinkler pipes to prevent them from leaking onto telecommunications equipment.
  - Portable fire extinguishers (carbon dioxide or non-aqueous) must be mounted as close to the entrance away from the door.
  - The contractor must always adhere to local fire codes.
8. Do not locate the Main Communications Equipment Room in any place that may be subjected to:
  - Water infiltration
  - Steam infiltration
  - Humidity from nearby water or steam
  - Heat (i.e., direct sunlight)
  - Any other corrosive atmosphere
  - Overhead water supply systems/plumbing
  - Electro magnetic interference (EMI)
9. Locations which are unsatisfactory for Main Communications Equipment Rooms include space in or adjacent to:
  - Boiler rooms
  - Washrooms
  - Janitor's closets
  - Any place that contains steam pipes, drains, or clean-outs
  - High voltage transformers/ high voltage lines
10. The Main Communications Equipment Room also must be equipped with adequate environmental control (HVAC). Environmental control needs to allow for a temperature range

## Proposal Forms

of 64 to 75 degrees Fahrenheit, 30 to 55% relative humidity with a minimum of one air exchange per hour. A thermostat MUST be provided in the Main Communications Equipment Room regulating this room only. NOTE: Environmental controls MUST be operational at all times (24x7). Deviations to this specification must be coordinated through ITC.

11. The walls in the Main Communications Equipment Room must extend to the roof or next floor. It must be sealed all the way around with conduits feeding into the room for security.

12. A lock must be provided to allow only limited access.

### Main Communications Equipment Room (MCER) Room Contents

The MCER must be equipped with the following:

1. A minimum of three dedicated non-switched 3-wire 120V AC quad electrical outlets and one dedicated L520R outlet all of which are on separate 20 ampere circuits and are supplied according to the following:

- Dedicated electrical outlets or plates must be orange and labeled with the panel and circuit breaker numbers.
- This is an important item and location of these outlets must be coordinated with ITC.
- Separate ground minimum of #6 solid copper green wires with a grounding buss bar (with a minimum of 12 lug taps) run back to the main building ground. NOTE: If length is excessive (over 20 feet) the current NEC code must be followed. A "DO NOT REMOVE" label must be put on the ground wire at the power panel end to avoid damage to equipment and safety. Isolated grounds are NOT permitted.
- Air conditioning units should be a non-condensing refrigerated air type. Swamp coolers are not acceptable.
- Reference Equipment Rack in Illustration A for location of power.
- Must be equipped with a ground buss bar that is tied back to the building ground using a minimum of #6 copper green wire. The grounding conductor must be attached to an approved electrode per NEC 2003 or must meet current standards, as referenced in TIA 607.
- All dedicated A/C outlets must only be used to power communications equipment.
- Any additional dedicated circuits maybe required dependent on equipment requirements.

2. Additionally, one utility/common use 120-volt AC outlet should be provided on each wall of the room. This outlet should be labeled as a utility outlet.

3. Two adjacent walls must be covered completely with ¾ inch A-C plywood (finished on one side) 8 feet high. This must be painted with two coats of a fire resistant, low gloss, light colored paint. (Note: fire rated plywood may be substituted)

## **Proposal Forms**

4. There must be at least one 19" communications/equipment rack located in the Main Communications Equipment Room. (See Equipment Rack section 2.5 for details)
5. Main Communications Equipment Rooms must not contain dust-creating devices such as high volume printers or photocopy machines.
6. Main Communications Equipment Rooms must not be used as storage areas.
7. Provisions must be made for a telephone in the Main Communications Equipment Room.
8. Floors must be concrete, linoleum, or vinyl tile. Carpet should never be used.

### **TELECOMMUNICATION ROOM (TR)**

Areas designated for use as a cross connect point between the backbone (riser) cable and the horizontal distribution cabling (wiring to the station outlets) shall be deemed a Telecommunication Room.

#### Room Design

The Telecommunication Room should be designed as follows:

1. There must be at least one Telecommunication Room or Main Communications Equipment Room (use as a horizontal distribution cross-connect) per floor. Multiple Telecommunication Rooms are required if:
  - The floor area to be served exceeds 10,000 square feet
  - The horizontal distance to any work area from the Telecommunications Room exceeds 295 feet (does not include patch cables).
2. The Telecommunication Rooms should be located as close as possible to the center of the area being served or within 295 feet, whichever is closer.
3. The size of the Telecommunication Room should be determined by the following chart:

#### SERVING AREA ROOM DIMENSIONS

5,000 square feet or less 10 feet x 7 feet

5,000 to 8,000 square feet 10 feet x 9 feet

8,000 to 10,000 square, feet 10 feet x 11 feet

## Proposal Forms

4. If the area to be served is less than 5,000 square feet and the Telecommunications Room is not being used as a Main Communications Equipment Room, then a walk in room sized at 4.5 feet x 4.5 feet may be used.
5. Locate light fixtures a minimum of 8 feet, 6 inches above the finished floor.
6. Telecommunication Rooms should have fully outward opening, lockable doors which are at least 36-inches wide and 80-inches tall.
7. Depending on the scope of the job communication/equipment racks may be required in the Telecommunications Rooms.
8. Telecommunication Rooms must be equipped with adequate environmental control (HVAC). Environmental control needs to allow for a temperature range of 50 to 95 degrees Fahrenheit with a minimum of one air exchange per hour if just used for cross connects. If equipment is located in the Telephone Room then the temperature must range from 64 to 75 degrees Fahrenheit. These controls must be operational at all times (24x7). Swamp coolers are not acceptable.
9. Lighting must be equivalent to 50 foot-candles as measured 3 feet from the finished floor.
10. The room must have walls that extend to the roof or next floor. It must be sealed all the way around with conduits feeding into the room for security. Solid ceilings are acceptable.
11. Telecommunication Room floors are to have a minimum loading of 50 LB/per square feet.
12. Provisions should be made for a telephone in each Telecommunications Room.

### TR Room Contents

The Telecommunication Room must be equipped with the following:

1. Minimums of two dedicated 3-wire 120V AC duplex electrical outlets, which are on separate circuits and are 20 ampere rated. More may be required if equipment needs dictate.
2. Fire suppression equipment may be installed if required by the fire marshal or contractor.
3. Line one or two adjacent walls with  $\frac{3}{4}$  inch A-C plywood 8 feet high. This must be painted with a fire resistant, low gloss, light colored paint. (Note: fire rated plywood may be substituted).

## **Proposal Forms**

4. Additionally, one utility/common use 120-volt AC outlet should be provided on each wall of the room, labeled as such.

### **2.4 CONDUITS AND PATHWAYS**

#### **General Pathway Requirements**

1. All pathways must be installed to meet national and local building codes. NEC Article 392.
2. Cable trays/baskets are preferred for all main pathways and should be located adjacent to or over the common building hallways leading to the MCER and TR locations.
3. J-Hooks are permissible but are subject to the following conditions:
  - a. They are to be spaced no further apart than 5' apart.
  - b. Must contain no more than 50 cables. Otherwise cables trays or home run conduits must be used.
  - c. J-hooks that cannot be attached to the building structural steel must be solidly secured using all threads.

#### **Cable Tray Requirements**

1. Cable trays should be used throughout the building for main pathways to the MCER and TR locations. All cable tray systems shall use manufacturer recommended components, supports, splices, grounding, etc.
2. The cable trays should be located adjacent to or over the common building hallways leading to the MCER and TR locations.
3. Access to the cable trays is necessary for future cable installations.
4. Conduits used in conjunction with cable trays should terminate within 1 foot of the cable tray run.
5. The inside of cable trays must be free of burrs, sharp edges or projections that can damage cable insulation.

#### **Conduit Requirements**

1. All conduit runs are to have no more than two 90-degree bends and no bend must ever exceed 90 degrees.

## Proposal Forms

2. All conduits must be provided with an adequate pull string (rated at 200 lb.).
3. The minimum conduit size is 1-inch (3/4 inch and smaller conduit is not acceptable)
4. Multiple outlets off one conduit run are acceptable if ample sizing of the conduit is used. No more than 3 outlets per one conduit run for sizing purposes.
5. Box size and depth of outlet box should accommodate bend radius of all components installed in box. Coordinate with ITC.
6. Splicing of wire in a conduit run is not allowed. Splicing of communications wiring is not allowed at any time.
7. All exposed ends of conduits should be reamed and bushed.
8. Communications wiring shall never be placed in the same conduit with electrical power wiring.
9. There will be one data conduit and box on each usable wall in each office.
10. Each data outlet conduit shall extend to the nearest cable tray.

### Entrance Conduits

Entrance conduits must be provided as follows:

1. A minimum of four 4-inch conduits must be home run from the Main Communications Equipment Room (or Telecommunication Room if designated as an entrance facility) to the NMT/ITC campus conduit system and terminate in a JBox (48'x48'x48 Quazite with no bottom). It is our intent to provide a diverse path to each building so each set of 2 conduits will exit the facility on different sides, both directions will have the same size and type of pull box. This is to provide ITC a pathway for a serving cable, so they must be contacted to determine where to place the conduit. The conduits should extend into the room a minimum of 2 inches. If the conduits are to be used for pulling large cables the conduits should extend 4 inches or more to give pulling strength for the cable puller.
2. All conduits shall be provided with a non-corrosive pull- rope/pull-tape (a measured mule tape is preferred) rated at 200 pounds pulling strength All non-Telco conduits that leave the building are to be stubbed out and blocked-plugged just outside the building. If the contractor has a way of leaving a marker for the conduits provisions should be made at this time upon covering up the conduits.

## Proposal Forms

3. The size and content of the building determines the amount of entrance facility conduits.
4. The four 4 inch conduits must be contiguous and must be coordinated with ITC.
5. The path of the four 4 inch conduits must be indicated on the architectural plans.

### Riser Conduits

Conduits between Main Communications Equipment Room and Telecommunication Rooms must be provided as follows:

1. At least three 4-inch conduits are to be provided between floors (add) – with a minimum of 2 inches penetration into room (usually between Telecommunication Rooms).
2. At least one 4-inch conduit is to be provided between Telecommunication Rooms on the same floor- minimum of 2 inches penetration into room.
3. Conduits should be brought up at the location where the backboard is installed in the room.

### Horizontal Station Serving Conduits

Conduits used to serve the workstation must be provided as follows:

1. Conduits terminating in either the Telecommunications Room or Main Communications Equipment Room are to protrude 4 inches up from the finished floor or 4 inches down from the finished ceiling, depending upon the design.
2. Conduits feeding outlet boxes must be a minimum of 1-inch diameter. If multiple outlets have to be fed from one conduit, add one grade size for each box, (e.g., two boxes = 1 1/4 inch, three = 1 1/2 inch, etc.). More than three outlet boxes on a single conduit are not permitted.
3. All telecommunications outlets installed in a dry wall, plaster, or concrete block wall must be at least 4 inch square by 2 1/8 inch deep (quad). The outlet boxes must be equipped with a single gang or double gang with mud ring, and metal cover plates. (Note: In order to meet A.D.A. specifications, the distance from the bottom of the outlet and the finished floor must be at least 15 inches. If this is a wall height phone location ADA requires 48 inches above finished floor.
4. There will be one data conduit and box on each usable wall in each office.

## Proposal Forms

5. Each data outlet conduit shall extend to the nearest cable tray.

### 2.5 Communication/Equipment Racks

Depending on the scope and size of the job, racks will be either floor or wall mounted type.

#### Floor Mounted Racks

- Floor mounted racks must be 7 feet high and 19 inches wide for the purpose of mounting communications equipment and patch panels.
- A ladder rack must be attached from the rack to the backboard.
- Dedicated power **must** be mounted on the racks away from the low voltage cabling.
- Power with surge protection **must** be provided for each equipment rack.
- Two shelves should be provided on each equipment rack for non-racked equipment.
- A number 6 AWG copper conductor (NEC article 100) **must** be used to connect separate pieces of ladder style cable raceway and racks to form a continuous ground that connects to the telecommunications grounding bus bar.
- There **must** be a minimum of 3 feet of clear working space in front and behind of any floor standing racks. Care **must** be taken when electrical panels are co-located in the same Telecommunication Room. Adequate working space requirements **must** be met by both the electrical and communication requirements.
- Floor mounted racks **must** be fully secured to the floor using bolts.
- Floor mounted racks of different heights can be used depending upon the application.

#### Wall mounted racks

- Wall mounted racks must be 2 to 4 feet high and 19 inches wide for the purpose of mounting communications equipment and patch panels.
- Wall mounted racks must be mounted to the  $\frac{3}{4}$ " plywood.
- There **must** be a minimum of 3 feet of clear working space in front and of any wall-mounted rack.
- Power with surge protection **must** be provided for all equipment.
- Wall mounted racks **must** also be properly grounded to the ground bus bar.

#### Wire Management

- Wire Management must be used for all communication/equipment racks.
- Horizontal wire management **must** be no less than 3" wide.
- Vertical wire management **must** be no less than 6" wide.



## Proposal Forms

- There **must** be one U space between either side of all patch panels and the wire management and equipment. (This is for practical access)

### 3.0 SPECIFICATIONS FOR INTERNAL WIRING

#### 3.1 General Wiring requirements

1. NMT/ITC standard for cabling and wiring applications is a Category 6 four pair jacketed cable (commonly called UTP – Unshielded Twisted Pair). STP or shielded twisted pair may be used in environments that require noise immunity but must be approved and tested by a certified communications wiring contractor.
2. NMT/ITC standard for horizontal optical fiber to the desktop is 50/125 or 62.5/125-micron multi-mode fiber. It is recommended to use the 50/125-micron multi-mode fiber since it provides longer distances.
3. All inside fiber must be tight buffered.
4. In plenum situations, where conduit is not available, the cable/wire shall be constructed with insulation and jacket material (i.e., Teflon), which satisfies the NEC. Under no circumstances must non-plenum wire be installed in a plenum air return. Some situations allow non-plenum cable because the air plenum is not a return and ducted. If the air space changes to an air plenum action must be taken to ensure public safety according to applicable code.
5. All installed cable shall be Underwriter’s Laboratories listed (or recognized) and shall display manufacturer’s markings showing the type of <kdegraauw@vhgarchitect.com
6. All patch cords must be of the same category rating/fiber rating as the wire and jack. If the patch cord is made of copper wire it must be stranded copper wire and not solid. All patch cords and drop cables for data should be factory made and tested - no handmade jumpers should be made except for cross over cables.
7. PDS cabling and wiring shall be placed directly (laid openly or direct buried) or within conduit, depending upon the application and building design considerations.
8. Direct wiring from the Telecommunications Room to the premise equipment is NOT allowed
9. The appropriate jacks and cross-connections must be provided with labeling on patch panels and outlet plates.

#### 3.2 Specifications for Internal Use Wire

## Proposal Forms

### Horizontal Wiring

1. Building inside horizontal wiring shall consist of two runs, one for voice and one for data, which will connect employee workstation terminals (outlets), with their serving Telecommunication Room or cable termination point.
2. Wiring runs shall be installed in such a way that electrical interference generating devices are avoided (florescent lighting fixtures, electric motors, X-ray machines, etc. To avoid electromagnetic interference, all horizontal cabling shall have clearances of at least:
  - 4 feet from large motors or transformers
  - 1 foot from conduit and cables used for electrical power distribution
  - 1 foot from florescent lighting
3. Wiring runs should be placed behind the backboards in both the Main Communications Equipment Room and Telecommunications Rooms. The cables will be brought through the backboard directly behind the connecting blocks. This will allow cross-connections to be made in an orderly manner by not having to cross over exposed cables running vertically on the backboard.
4. The two runs shall consist of 4 twisted pairs (8 conductors).
  - One minimum Category 6 rated UTP for voice communications.
  - One minimum Category 6 rated UTP or fiber cable for data communications.
5. If a higher grade of wire is installed the minimum test must be at that level.
6. The installation of fiber as a horizontal medium (fiber to the desktop) is a design consideration for future applications.
7. Transition from copper to fiber will require equipment that is compatible at the workstation as well as in the Main Communications Equipment Room.
8. The maximum lengths of horizontal distribution cables are:
  - From the termination in the Telecommunications Room to the outlet - 295 feet (average runs are to be - 150 feet).
  - Combinations of patch cords and cross-connect jumpers in the Telecommunications Room - 20 feet
  - Connections from the outlet to the user station - 10 feet
  - Total maximum length including patch cables and cable slack must not exceed 325 feet.

## Proposal Forms

9. Horizontal wiring must be installed in a star topology (homeruns from each outlet to the Telecommunications Room). No splices may be made. If a transition box is installed only one transition may be installed.

10. Cable slack shall be as follows:

- Over all in the Telecommunications Room - 10 feet
- 12 inches at the outlet
- The same slack will apply to fiber, coax, UTP or any other type of wiring installed

11. Cables should cross perpendicular to florescent lighting and electrical power cables and conduits.

12. The minimum bend radius' for horizontal cables are:

- No less than six times the cable diameter for
  - UTP
  - STP
  - Coaxial cable
- No less than ten times the cable diameter for optical fiber

13. All wiring that is not contained in a closed pathway (conduit, cable tray, etc.) must be supported by J-supports above the ceiling:

- Located on 48 inches to 60 inches centers
- May hold up to fifty .25 inches diameter cables.
- Cable loads must be calculated when large horizontal pathways are used.
- Under no circumstances can horizontal pathways be cable tied, cinched to existing false ceilings or laid upon the ceiling tile.
- All cables must be bundled and or supported by Approved Reusable Hook and Loop Cable Ties. Nylon tie wraps are NOT acceptable.
- Directional changes must be made immediately after supporting points (i.e.: J-Hooks).

14. All cable runs must follow a logical and orderly path.

### Backbone (Riser) Cables

1. Design backbone cables to provide for all anticipated low Voltage DC wiring needs.

This can include:

- Telephone and data wiring systems
- Paging and public address systems
- Environmental and intrusion alarms
- Fire and security systems

## Proposal Forms

- Video systems - CATV/MATV
- Other special purpose requirements
- Foreseeable growth needs must be included.

2. Riser cables will be placed behind the backboards the backboard directly behind the connecting blocks or patch panels. This will allow cross-connections to be made in an orderly manner by not having to cross over exposed cables running vertically on the backboard.

3. All riser cables must be terminated and labeled at both ends.

4. Fiber will be installed and terminated - tested in both directions for dB loss and noted on NEMA termination box.

5. Risers may consist of either solid category 6 rated wire or optical fiber or both.