

City of Albuquerque

Request for Proposals

[City Project Number 7783.91](#)
[City / County Building Escalator Modernization](#)



Due Date: [November 16, 2012](#) : NLT 3:00 p.m. (Local Time)
The time and date proposals are due shall be strictly observed.

City of Albuquerque
Department of Municipal Development
Administration Division
(Revised 1/5/2010)

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INTRODUCTION

The City of Albuquerque (COA) is requesting proposals to repair and to modernize the escalators between the ground floor and the basement of City Hall which is located at 400 Marquette Ave. NW, Albuquerque, NM.

City Hall serves as multi-story office space for both the City of Albuquerque and for Bernalillo County. The basement houses the Council chambers where City Council and County Commission meetings are regularly held. The Office of the Mayor of Albuquerque, City Councilor offices and County Commissioner offices are all located in the building as in the Albuquerque Bernalillo County Water Utility Authority. Consequently, there is high vehicle and pedestrian traffic. The facility shall remain open with safe access for building occupants and the public during the project.

PART 1
INSTRUCTIONS TO OFFERORS
City / County Building Escalator Modernization

1.1 City / County Building Escalator Modernization, City Project number 7783.91:

1.2 Proposal Due Date: Friday, November 16, 2012, - 3:00 PM (Local Time)

THE TIME AND DATE PROPOSALS ARE DUE SHALL BE STRICTLY ENFORCED.

1.3 DMD Administration Division: This RFP is issued on behalf of the City of Albuquerque by the DMD Administration Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, Section 5-5-11 and the regulations thereunder. The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Award: Award is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance: Section 5-5-11 Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994.

1.5.2 City Rules and Regulations: City of Albuquerque Regulation Governing the Award/Debarment and Rejection of Bids/Offer and Debarment of Contractors for Public Works Projects of the City of Albuquerque.

1.5.3 Civil Rights Compliance: Award is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Resources Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include certification of an executed proposal and original bonds as required. Failure to do so may be grounds for deeming a proposal non-responsive.

1.5.6 Ethics:

1.5.6.1 Fair Dealing: The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were, or will be offered or given by the Offeror, or by any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.]

1.5.6.2 Conflict of Interest: The Offeror warrants that it presently has no interest and further warrants that it shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of any specifications or other portion of the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that: (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City in writing immediately.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies,

by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, *Enactment No. 9-1998*]

1.5.10 Graffiti Free: At the City’s request, the Offeror will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Offeror to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this Request for Proposals is the Department of Municipal Development. Contact the following individual(s) regarding this RFP:

Tom Ford CEI
Lerch Bates
8611 North Black Canyon Highway
Suite 106
Phoenix, AZ 85021
(602) 544-2010

1.7 Contract Management: The contract resulting from this RFP will be managed by the Facilities Division of The Department of Municipal Development or its agent.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Department contact as stated herein. Oral explanations or instructions given are not binding and cannot be relied upon. Any information given to a prospective Offeror concerning this Request For Proposals will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and must be delivered pursuant to the following requirements:

1.9.1 Envelope preparation: Offers and modifications thereof shall be enclosed

in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- City Project Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, Plaza del Sol Building, 7th Floor, Room 720, 600 Second Street N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 3:00 of the day of closing.

Note: The City picks up mail at the post office **ONLY ONCE** per day usually at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 3:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy** – Submit 1 original (please mark as the original) and 5 copies of your Technical Proposal. Submit 1 original (please mark as the original) and 1 copy of your Cost Proposal.
- **Soft Copy** - Submit 1 Technical Proposal and 1 Cost Proposal on a CD.

1.9.6 Modification or Withdrawal of Offer: Offers may be modified by submittal of a substitute or supplemental proposal to the City Clerk's Office following the submission requirements set out above. Offers may be withdrawn by written request provided to the City Clerk. In either case, such action must occur prior to the hour and date specified for receipt of offers.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper.

1.11 Acknowledgment of Amendments to the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged by signing and returning the amendment acknowledgement included in the RFP. Failure to submit a

signed acknowledgement of amendment may result in the Offeror's proposals being deemed non-responsive.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services or in the event that the City, in its sole discretion determines it is in its best interests, the Scope of Services may be amended, and the resulting contract will be based upon the cost breakdown required in the Cost Proposal.

1.13 Agreement: The resulting contract is a firm fixed price contract. By submitting a response to this solicitation, offeror agrees to and accepts all terms and conditions included in and incorporated into this Request for Proposals, without exception. Please include the signed certification of your acceptance with your proposal. Failure to do so may be grounds for deeming a proposal non-responsive.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of **ninety (90) days** after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and/or consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and irregularities it deems minor in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award:

1.18.1 When Award Occurs: Award of selection occurs when the Ad Hoc Committee approves a Recommendation of Award. Selection does not constitute a contract.

1.18.2 Contract: If a contract is awarded, it shall be awarded to a responsive and responsible Offeror whose offer conforms to the Request for Proposal, with whom the City agrees upon contract terms.

1.18.3 Contract Term: The contract term shall be for a period of two (2) years from the effective date of the contract and/or final execution by the City. This contract term may be extended for up to two (2) one-year extensions by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: This contract is a unit price contract in accordance with the bid items shown in the attached Unit Price Bid Proposal.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.20 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part at City's sole discretion.

1.21 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract, once a Recommendation of Award is signed by the Mayor or the Mayor's designee.

1.22 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.23 Proprietary Data: The file relating to this RFP, including the proposals submitted by Offerors, shall be open to public inspection after the resulting contract has been executed by the Mayor, or his designee. An Offeror may designate trade secrets or other proprietary data to be confidential by separating that material from the Offeror's main proposal, placing it in a sealed envelope and marking it as "Confidential". **Pricing and makes and models or catalog numbers of the items offered, deliveries, and terms of payment should not be so designated.** The City of Albuquerque will endeavor to restrict distribution of material separated, placed in a sealed envelope and designated as "Confidential" to only those individuals involved in the review and analysis of the proposals. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The City assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFP.

1.24 Preferences: Preferences for local, small and resident businesses may be available for this procurement. See Part 5 of this Request for Proposals for additional information.

1.25 INSURANCE

1.25.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon

execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the certificates (or policies) in a form acceptable to the City are delivered to it. Neither approval nor failure to disapprove the insurance certificates, or insurance policies by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Umbrella Coverage
\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include

coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance: Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.25.5 Bond Requirements: The Offeror shall furnish separate Proposal Bond, Performance Bond and Labor and Material Payments Bond on the forms provided in Appendix C, as follows:

PROPOSAL BOND: Each offer MUST be accompanied by a proposal bond issued by a surety, duly authorized to conduct business in the State of New Mexico and acceptable to the City, in the amount of five percent (5%) of the total amount of its offered Cost Proposal. The Proposal Bond is submitted as a guaranty that the Offeror, if awarded the contract, will promptly execute such contract in accordance with this Request for Proposals, will furnish good and sufficient bonds for the faithful performance of the contract and for the payment of all labor and materials. The Offeror must be named as principal on the bond. NO THIRD PARTY PROPOSAL BONDS WILL BE ACCEPTED.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENTS BONDS: The Contractor will be required to furnish separate surety bonds each in the amount of one hundred percent (100%) of the total contract amount, offered as security for the faithful performance of the contract and for the payment of all labor and materials. These bonds must be written on the forms provided in this RFP and furnished prior to or at the time of the issuance of a written notice of award of a contract resulting from this RFP. The Contractor must be named as principal on the bonds. NO THIRD PARTY PROPOSAL BONDS WILL BE ACCEPTED. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico, and acceptable to the City.

CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Qualifications:

2.1.2.1 Team Members: Describe key team members for the Offeror and any proposed subcontractors. Submit resumes for the key individuals who will be performing the services for the City. Provide documentation showing compliance with Part 3, Scope of Services.

2.1.2.2 Organization Chart: Provide an organization chart showing key team members and subcontractors.

2.1.2.3 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.1.2.4 Specialized Design & Technical Competence: Describe any specialized technical competence of the Offeror regarding the type of services required.

2.1.2.5 Capacity & Capability: Describe the capacity and capability of the Offeror, including any consultants, their representatives, qualifications and locations, to perform the work including any specialized work within time limitations.

2.1.3 Experience:

2.1.3.1 Current Experience: State relevant experience of key team members for the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors.

2.1.3.2 Past Experience: Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work

was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.3.3 Past Record of Performance: Describe the Offeror's past record of performance with government agencies with respect to such factors as control of costs, quality of work and ability to meet schedules. Offerors must include complaints or issues raised by government entities even if the complaints or issues did not reach the level of suspension or disbarment. Failure to include information requested may result in disqualification.

2.1.4 Proposed Technical Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts or diagrams, if needed, to illustrate the work flow, number of hours dedicated to each task, methods to be used, and who will be performing each task [individual(s)/firm(s)].

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit one original and one copy of your Cost Proposal, in a **separate** binder, or folder distinctly marked as Cost Proposal, with the following information, in the format as provided in Appendix A, and attached hereto.

2.2.2 The cost proposal should contain at least the following information:

2.2.2.1 The cost for the entire project broken down by the activities or steps shown on the project schedule.

2.2.2.2 Estimated periodic billing to the City based on the cost of the deliverable items.

2.2.2.3 Cost or pricing details should be shown by task. This might include, but is not limited to:

2.2.2.3.1 Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.

2.2.2.3.2 Purchased materials, unit costs, and quantities.

2.2.2.3.3 Travel, lodging, and other direct expenses.

2.2.2.3.4 Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.2.4 An example of the preferred format is contained in Appendix A, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

2.2.5 The cost proposal shall contain all costs for labor, equipment, materials, and appurtenant costs to perform the Work as outlined by each item.

2.2.6 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received if different than the Work described by this Request for Proposals. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

PART 3
SCOPE OF SERVICES

SUMMARY OF WORK
SECTION 01010

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- 1.02 PRIME CONTRACTOR'S DUTIES
- 1.03 WORK SEQUENCE
- 1.04 CONTRACTOR USE OF PREMISES
- 1.05 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION

SUMMARY OF WORK
September 19, 2012

SECTION 01010
SUMMARY OF WORK
PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Modernize escalators number 1 and 2.

B. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.

C. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.

D. Applicable conditions of Owner's General, Special, and Supplemental Conditions.

E. Prime contracts are defined below and each is recognized to be a major part of required work to be performed concurrently in close coordination with work of other Contractors.

1. This Contract: Escalator Modernization. Including associated work specified in Section 01900.

F. Scope of Contract includes, but is not limited to, the following:

1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
2. Modernize or furnish and install equipment as specified utilizing existing and/or modified wellways and machine rooms.
3. Specific item of required work which cannot be determined to be included in another contract is thereby determined to be included in prime contract.

1.02 PRIME CONTRACTOR'S DUTIES

A. Prime Contractor's duties include the following:

1. Provide and pay for labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of required work.
2. Pay for legally required sales, consumer, and state remodel taxes.
3. Secure and pay for required permits, fees and licenses necessary for proper execution and completion of required work, as applicable at time of quotation due date.
4. Give required notices.

5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of required work.
6. Promptly submit written notice to Consultant of observed variance of Contract Documents from legal requirements.
7. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.
8. Owner will obtain and pay for General Building Permit.

1.03 WORK SEQUENCE

A. Construct work in stages. Description and proposed sequence dates are as listed on Quotation Form Section 00310.

1.04 CONTRACTOR USE OF PREMISES

A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents, and Owners specific instructions.

B. Do not unreasonably encumber site with materials or equipment. Staging area will be located as directed by Owner.

C. Do not load structure with weight that will endanger structure. Coordinate with Owner.

D. Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

E. Move stored products which interfere with operations of building or the operations of other trades.

F. Obtain and pay for use of additional storage or work areas needed for operations.

1.05 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION

A. This project is a major escalator modernization in an existing building which is open for public business and will continue to operate throughout all phases of required work. It is essential that Contractor give special attention and priority to all matters concerning project safety, protection from dust and loose materials, reduction of noise level, protection from water and air infiltration into building, and maintenance of neat, sightly conditions in and around work areas inside and outside of building. Packaging, scrap materials, and demolition debris shall be promptly removed from building and site on a daily basis.

B. At all times Contractor shall provide clearly visible warning and directions signs, barricades, temporary lighting, overhead protection, and hazard-free walking surfaces throughout public area. At all times special attention must be given to building entrances, exits, and proper safe exiting through work areas as required by law.

C. Contractor shall consult Owner and other Contractors to establish and maintain safe temporary routes including, but not limited to, proper barricades, walking surfaces, lighting, fire protection, exiting, warning, and directional signs, and general protection of persons from all hazards in accordance with OSHA Standards due wholly or partially to its operations.

END OF SECTION

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PART 1 GENERAL

1.01 APPLICABLE CODES

1.02 STAGING AREA

1.03 WORK PHASE

1.04 OCCUPANCY AND WORK BY OTHERS

SECTION 01040 PROJECT PROCEDURES

PART 1 GENERAL 1.01 APPLICABLE CODES

A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including revisions and changes in effect:

1. Safety Code for Elevators and Escalators, ASME A17.1
2. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
3. Elevator and Escalator Electrical Equipment, ASME A17.5
4. National Electrical Code, NFPA 70
5. Americans with Disabilities Act, ADA
6. Local Fire Authority
7. Requirements of most stringent provision of local applicable building code.
8. Life Safety Code, NFPA 101
9. Uniform Federal Accessibility Standard, UFAS

1.02 STAGING AREA

A. An equipment staging area will be available for use by Contractor. Contractor shall restrict usage to area designated and shall notify Owner prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Do not store such equipment until approval is received.

1.03 WORK PHASE

A. See Section 00310, Quotation Form located in Appendix C

1.04 OCCUPANCY AND WORK BY OTHERS

A. Contractor expressly affirms Owner's rights to let other contracts and employ other Contractors in connection with required work. Contractor will afford other Contractors and their workmen reasonable opportunity for introduction and storage of materials and equipment, for execution of their work, and will properly connect and coordinate its work with theirs. Contractor will also incorporate comparable provisions in all its subcontracts.

B. Contractor declares that if other Contractors employed by Owner on basis of separate contracts may proceed at such times as necessary to install items of work required by Owner.

C. Contractor declares that it will cooperate with other Contractors employed by Owner and, in addition to other coordination and expediting efforts, will coordinate their work by written notices regarding necessity of such work to be done on or before certain dates.

D. Contractor declares that it is responsible for review, stamped, and signed approval of all shop drawings for required work.

E. Contractor hereby declares that content of foregoing paragraphs and influence they may have on project:

1. Shall not cause a change in stipulated Contract Sum
2. Shall not cause a change in Construction Time Schedule

END OF SECTION

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PART 1 GENERAL

1.01 SUBMITTALS

1.02 FINAL CONTRACT DOCUMENTS

SECTION 01300 SUBMITTALS

PART 1 GENERAL 1.01 SUBMITTALS

A. Within thirty (30) calendar days after award of contract and before beginning equipment fabrication submit shop drawings, and required material samples for review. Allow fifteen (15) days for response to initial submittal.

1. Scaled or Fully Dimensioned Layout: Plan of pit, and machine room indicating equipment arrangement, elevation section of wellway, details of car enclosures and signal fixtures.
2. Design Information: Indicate equipment lists, reactions, and design information on layouts.
3. Power Confirmation Information: Design for existing conditions.
4. Fixtures: Cuts, samples, or shop drawings.
5. Finish Material: Submit 3" x 12" samples of actual finished material for review of color, pattern, and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include, if requested, signal fixtures, lights, graphics, and detail of mounting provisions.
6. Design Information: Provide calculations verifying the following:
 - a. Adequacy of existing electrical provisions.
 - b. Adequacy of retained equipment relative to code requirements.
 - c. Machine room heat emissions in B.T.U.
7. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, biweekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

B. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, Code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.

C. Acknowledge and/or respond to review comments within 14 calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal. Contractor's revision response time is not justification for equipment delivery or installation delay.

1.02 FINAL CONTRACT DOCUMENTS

A. See Section 01700, Project Closeout.

END OF SECTION

SECTION 01600
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PART 1 GENERAL

- 1.01 SITE CONDITION INSPECTION
- 1.02 PRODUCT DELIVERY, STORAGE, AND HANDLING
- 1.03 INSTALLATION REQUIREMENTS
- 1.04 MANUFACTURER'S NAMEPLATES
- 1.05 COLORS OF FACTORY-FINISHED EQUIPMENT
- 1.06 MATERIALS AND FINISHES

SECTION 01600
MATERIAL AND HANDLING

PART 1 GENERAL

1.01 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

1.02 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.
- D. Allocate available site storage areas and coordinate their use with Owner and other Contractors.
- E. Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open.

1.03 INSTALLATION REQUIREMENTS

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.

1. All exposed equipment and metal work installed and/or retained as part of this work which does not have architectural finish.
2. Machine room equipment, and pit equipment.
3. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.

1.04 MANUFACTURER'S NAMEPLATES

A. Manufacturer's name plates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to Underwriter's Laboratories and code required labels.

B. Each major component of mechanical and electrical equipment shall have identification plate with the Manufacturer's name, address, model number rating, and any other information required by governing codes. This includes the elevator code that the escalator is being installed under at the time of award.

1.05 COLORS OF FACTORY-FINISHED EQUIPMENT

A. All colors will be selected from the Manufacturer's standard range unless custom colors are specified herein.

B. Submit samples of all standard colors available and/or specified custom colors for review and approval. See Section 01300, Submittals.

C. Submit samples of all specified architectural metals specified for review and approval. See Section 01300, Submittals.

1.06 MATERIALS AND FINISHES

A. Steel:

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel: Type 302 or 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match sample. Protect with adhesive paper covering.

1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in longest dimension.
2. No. 8 Mirror: Reflective polish finish with no visible graining.

3. Textured: 5WL as manufactured by Rigidized Metals or Windsor pattern 5-SM as manufactured by Rimex Metals or approved equal with .050 inches mean pattern depth with bright directional polish (satin finish).
4. Burnished: Non-directional, random abrasion pattern.
5. No. 8 Mirror: Reflective polish finish with no visible graining, bright-polished, clearcoated finish with clear-organic lacquer coating recommended by Fabricator.

C. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.

D. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.

E. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

F. Glass: Laminated safety glass, minimum 9/16" thick, conforming to ANSI Z97.1 and CPSC 16 CFR Part 1201.

END OF SECTION

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- 1.01 FINAL CLEANING
- 1.02 CONSULTANT'S FINAL OBSERVATION AND REVIEW REQUIREMENTS
- 1.03 PURCHASER'S INFORMATION

SECTION 01700 FINAL CONTRACT COMPLIANCE REVIEW

PART 1 GENERAL 1.01 FINAL CLEANING

A. See Section 00800, Supplemental Conditions, for contractual requirements governing site cleaning. As a minimum:

1. Wellways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust.
2. Care shall be taken by workpersons not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
3. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, removal of any loose plaster or mortar, dust and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.

1.02 CONSULTANT'S FINAL OBSERVATION AND REVIEW REQUIREMENTS

A. Review procedure shall apply for individual escalators, accepted, and placed in operation.

B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Contractor's tests are complete and all elements of work or a designated portion thereof are in place and escalators are deemed ready for service as intended.

C. Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant five (5) working days in advance when ready for final review.

D. Consultant's written list of observed deficiencies of materials, equipment and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:

1. Workmanship and equipment compliance with Contract Documents.
2. Contract speed and performance comply with Contract Documents.
3. Performance of following is satisfactory:
 - a. Starting, accelerating, running
 - b. Decelerating, stopping accuracy
 - c. Equipment noise levels
 - d. Signal fixture utility

e. Overall ride quality

4. Test Results:

- a. In all test conditions, obtain specified contract speed, performance times, stopping accuracy and ride quality to satisfaction of Owner and Consultant. Tests shall be conducted under both no load and full load condition.
- b. Temperature rise in motor windings limited to 50° Celsius above ambient.

E. Performance Guarantee: Should Consultant's review identify defects, poor workmanship, variance or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of Owner and Consultant at no cost as follows:

1. Replace equipment which does not meet code or Contract Document requirements.
2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
3. Perform retesting required by governing code authority, Owner and Consultant.

F. A follow-up final contract compliance review shall be performed by Consultant after notification by Contractor that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Contractor considers complete.

1.03 OWNER'S INFORMATION

A. Provide three sets of neatly bound written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received by Owner and reviewed by Consultant. Include the following as minimums:

1. Straight-line wiring diagrams of "as-installed" elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Owner's property.
2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, biweekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

3. Provide any necessary interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
4. Lubrication instructions including recommended grade of lubricants.
5. Parts catalogs for all replaceable parts including ordering forms and instructions.
6. Four sets of keys for all switches and control features properly tagged and marked.
7. Neatly bound instructions explaining all operating features including all apparatus in the car and lobby control panels.
8. Neatly bound maintenance and adjustment instructions explaining areas to be addressed, methods and procedures to be used, and specified tolerances to be maintained for all equipment.
9. Diagnostic equipment complete with access codes, adjusters' manuals and set-up manuals for adjustment, diagnosis and troubleshooting of escalator system, and performance of routine safety tests.

B. Non-Proprietary Equipment Design: Provide three sets of neatly bound written information necessary for proper maintenance and adjustment for equipment of within 30 days following final acceptance. Final retention will be withheld until data is received by Owner and reviewed by Consultant. Include the following as minimums:

1. Straight-line wiring diagrams of "as-installed" escalator circuits, with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Owner's property. A legend sheet shall be furnished with each set of drawings to provide the following information:
 - a. Name and symbol of each relay, switch, or other apparatus.
 - b. Location on drawings, drawing sheet number and area, and location of all contacts.
 - c. Location of apparatus, whether on controller or on car.
2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, biweekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
3. Printed instructions explaining all operating features.
4. Complete software documentation for all installed equipment.
5. Lubrication instructions, including recommended grade of lubricants.
6. Parts catalogs listing all replaceable parts including Contractor's identifying numbers and ordering instructions.
7. Four sets of keys for all switches and control features properly tagged and marked.
8. Diagnostic test devices together with all supporting information necessary for

interpretation of test data and troubleshooting of escalator system, and performance of routine safety tests.

9. The escalator installation shall be a design which can be maintained by any licensed elevator maintenance company employing journeymen mechanics, without the need to purchase or lease additional diagnostic devices, special tools, or instructions from the original equipment Manufacturer.

a. Provide on site capability to diagnose faults to the level of individual circuit boards and individual discrete components for the solid state elevator controller.

b. Provide a separate, detachable device, as required to the Owner as part of this installation if the equipment for fault diagnosis is not completely self-contained within the controller. Such device shall be in possession of and become property of the Owner.

c. Installed equipment not meeting this requirement shall be removed and replaced with conforming equipment at no cost to the Owner.

10. Provide upgrades and/or revisions of software during the progress of the work, warranty period and the term of the ongoing maintenance agreement between the Owner and Contractor.

C. Preventive Maintenance Contract: Furnish properly executed contract for continuing, preventive maintenance. Utilize contract form herein provided, Section 14325, Vertical Transportation Preventive Maintenance Contract.

D. Acceptance of such records by Owner/Consultant shall not be a waiver of any Contractor deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with Contract Documents.

END OF SECTION

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PART 1 GENERAL

- 1.02 WARRANTY MAINTENANCE
- 1.03 CONTRACT PREVENTIVE MAINTENANCE

SECTION 01800 MAINTENANCE

PART 1 GENERAL

1.01 WARRANTY MAINTENANCE

A. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance by Owner. Monthly examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain escalator machine room and pit in clean condition.

B. Use competent personnel, acceptable to the Owner, supervised and employed by Contractor.

C. The warranty maintenance period specified in Item 1.02, A. above shall be extended one (1) month for each three (3) month period in which equipment related failures average more than .25 per unit per month.

D. Owner retains the option to delete cost of warranty maintenance from new equipment contract and remit twelve (12) equal installments directly to Contractor during period in which maintenance is being performed.

1.02 CONTRACT PREVENTIVE MAINTENANCE

A. Quote monthly cost for five-year Preventive Maintenance Agreement commencing upon completion of the warranty period specified in Item 1.01, A. above. Submit quote based upon terms and conditions of the Preventive Maintenance Agreement, Section 14325. Base quotation on present labor and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement.

B. Use competent personnel, acceptable to the Owner, employed and supervised by Contractor.

END OF SECTION

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PART 1 GENERAL

1.01 RELATED WORK BY CONTRACTOR

SECTION 01900
RELATED WORK

PART 1 GENERAL

1.01 RELATED WORK BY CONTRACTOR

A. Wellway and Pit:

1. Clear, plumb, substantially flush wellway with variations not to exceed 1" at any point.
2. Cutting and patching walls and floors.
3. Structural slab, concrete wall pockets, and/or structural steel beams for support of hoist machine and related equipment. Support deflection shall not exceed 1/1666 of span under static load.
4. Protect open wellways during construction per OSHA Regulations.
5. Protect all metal finishes from damage.
6. Glass. Laminated glass to meet the requirements of ANSI Z97.1.

B. Machine Room and Machinery Spaces:

1. Enclosure with access.
2. Ventilation and heating. Maintain minimum temperature of 55° F, maximum 90° F. Maintain maximum 80% relative humidity, non-condensing.
3. Class "ABC" fire extinguisher in each machine room.
4. Seal fireproofing to prevent flaking.
5. Fire sprinklers where required.

C. Electrical Service, Conductors, and Devices:

1. Lighting and GFCI convenience outlets in pit, machine room and machinery spaces.
2. Three-phase mainline copper power feeder to terminals of each controller in the machine room with protected lockable "open" disconnecting means.
3. Temporary power and illumination to install, test, and adjust escalator equipment.

D. Standby Power Provision (Confirm Availability):

1. Standby power of normal voltage characteristics via normal electrical feeders to run both escalators at full-rated car speed and capacity.
2. Conductor from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated control panel. Provide a time delay of 30 - 45 seconds for pretransfer signal in either direction.
3. Standby power to emergency communications device(s).

END OF SECTION

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- 1.06 SUBMITTALS
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- 3.04 FIELD QUALITY CONTROL
- 3.05 ADJUSTMENTS
- 3.06 CLEANUP
- 3.07 ACCEPTANCE REVIEW AND TESTS
- 3.08 OWNER'S INFORMATION

SECTION 14310 ESCALATORS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Two (2) escalators as follows:

1. Escalator Width:
 - a. Escalators No. 1 & 2: 32" (24" step)
2. Escalator Balustrade:
 - a. Escalators No. 1 & 2: Mullionless glass

B. All engineering, equipment, labor, and permits required to satisfactorily complete escalator installation required by Contract Documents.

C. Preventive maintenance as described herein.

1.02 RELATED WORK PROVIDED UNDER OTHER SECTIONS

A. Wellway and Pit

1. Clear, plumb, wellway with variations not to exceed 1" at any point.
2. Floor pockets and/or structural beams for support of escalator truss at each end. Steel supports, if used, shall meet deflection requirements of AISC Specifications for Design, Fabrication, and Erection of Structural Steel for Buildings.
3. Fire rated enclosure of escalator truss including ends, sides, and bottom in ceiling plenum.
4. Patching and finishing around escalator landing plates after installation.
5. Cladding and finishing of exposed truss surfaces.
6. Waterproof pit. Indirect waste drain or sump with flush grate and pump. Sump pump/drain capacity minimum 3,000 gallons per hour, per escalator.
7. Protect open wellways during construction per OSHA Regulations.
8. Permanent railing or enclosure around upper landing escalator wellway opening and at inclined portion of escalator not adjacent to a wall.
9. Protect escalator truss, steps, landing plates, balustrades, handrails, and special metal finishes from damage.
10. Venting or other means to prevent accumulation of smoke and gas in escalator truss as required by Local Building code.
11. Fire sprinklers per local code requirement with protective guards.

B. Electrical Service, Conductors and Devices

1. Light with guard and GFCI convenience outlet in each pit and machine room space.

2. Three phase mainline copper power feeder with true earthen grounding to terminals of each escalator controller in the machine room space with protected, lockable "open," disconnect switch. Auxiliary disconnect, as required, for multiple drive units.
 3. Telephone and/or CATV Ethernet line to each individual escalator control panel in escalator machine space.
 4. Fire alarm initiating devices in each escalator pit. Provide alarm initiating signal wiring from connection point to escalator controller terminals. Device to provide signal for general alarm and interruption of escalator operation.
 5. Temporary power and illumination to install, test, and adjust escalator equipment.
-

1.03 DEFINITIONS

A. Terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1.

B. Reference to a device or a part of the equipment applies to the number of devices or parts required to complete the installation.

C. Provisions of this specification are applicable to all escalators unless identified otherwise.

1.04 QUALITY ASSURANCE

A. Approved Contractors:

1. Escalators: KONE, ThyssenKrupp.
2. Alternate Contractors must receive approval of Purchaser and/or Consultant at least 14 calendar days prior to bid date.

B. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following codes, laws, and/or authorities, including revisions and changes in effect:

1. Safety Code for Elevators and Escalators, ASME A17.1
2. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
3. Elevator and Escalator Electrical Equipment, ASME A17.5
4. National Electrical Code, NFPA 70
5. Americans with Disabilities Act, ADA
6. Local Fire Authority
7. Requirements of IBC, and all other codes, ordinances and laws applicable within the governing jurisdiction
8. Life Safety Code, NFPA 101
9. Uniform Federal Accessibility Standard, UFAS

C. Warranty

1. Material and workmanship of installation shall comply in every respect with Contract Documents. Correct defective material or workmanship which develops within one year from date of final acceptance of all work to satisfaction of Owner, and Consultant at no additional cost, unless due to ordinary wear and tear, or improper use or care by Owner. Contractor to perform maintenance in accordance with terms and conditions indicated in the Preventive Maintenance Agreement.
2. Defective is defined to include, but not limited to; operation or control system failures, performance below required minimum, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unsatisfactory conditions.
3. Make modifications, requirements, adjustments, and improvements to meet performance requirements in Parts 2 and 3.

1.05 DOCUMENT VERIFICATION

A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents for compatibility with its product prior to submittal of quotation. Owner will not pay for change to structural, mechanical, electrical, or other systems required to accommodate Contractor's equipment.

1.06 SUBMITTALS

A. Within 30 calendar days after award of contract and before beginning equipment fabrication, submit shop drawings, and required materials for review. Allow 30 calendar days for response to initial submittal.

1. Scaled or Fully Dimensioned Layout: Plan of pit, wellway, and machine room indicating equipment arrangement, and elevation section of wellway.
2. Design Information: Indicate equipment lists, reactions, and design information on layouts.
3. Power Confirmation Information: Include motor horsepower, code letter, starting current, full-load running current, and demand factor.
4. Fixtures: Cuts, samples, or shop drawings.
5. Finish Material: Submit 3" x 12" samples of actual finished material for Owner review of color, pattern, and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include, if requested, graphics and details of mounting provisions.
6. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, biweekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

B. Acknowledge and/or respond to review comments within 14 calendar days of return.

Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Contractor's revision response time is not justification for equipment delivery or installation delay.

1.07 PERMIT, TEST AND INSPECTION

A. Obtain and pay for permit, license, and inspection fee necessary to complete installation.

B. Perform test required by Governing Authority in accordance with procedure described in

C. Supply personnel and equipment for tests including final review by Consultant, as required in Part 3.

1.08 MAINTENANCE

A. Warranty Maintenance

1. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance by Owner. Monthly examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the manufacturer of installed equipment. Maintain escalator machine room, wellway, and pit in clean condition.
2. Use competent personnel, acceptable to the Owner, supervised and employed by Contractor.
3. The warranty maintenance period specified in Item 1 above shall be extended one month for each three-month period in which equipment related failures average more than .25 per unit per month.
4. Owner retains the option to delete cost of warranty maintenance from new equipment contract and remit twelve equal installments directly to Contractor during period in which maintenance is being performed.

B. Preventive Maintenance

1. Quote monthly cost for five year Preventive Maintenance Agreement commencing upon completion of warranty maintenance. Submit quote based upon terms and conditions of the Preventive Maintenance Agreement, Section 14325; base quotation on present labor and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement.
2. Use competent personnel, acceptable to the Owner, employed and supervised by Contractor.

PART 2 PRODUCTS

2.01 SUMMARY

A. Office Escalators

Number Escalators No. 1 & 2
Size: Escalators No. 1 & 2: 32" Wide (24" Step)
Speed: 100 fpm
Rise: Escalators: No. 1 & 2: 15'-6" ± (Confirm)
Floors Served:
Escalator No. 1 & 2: Two (2)
Configuration: Linear
Arrangement: Adjacent
Angle Of Inclination: 30°
Operation: Reversible
Drive Motor Gear Box: Worm, Planetary Or Helical
Balustrades: Vertical To Deck
Balustrade Finish: Clear Glass
Deck Configuration: Low Inner and Outer
Deck Finish: Satin Stainless Steel
Molding and Trim: Match Deck Finish
Skirt Panels: Black Low Friction Material Applied to Metal Panels
Handrail Color: Black
Step Tread and Riser: Cleated and Meshed with Adjacent Step with Tread
Demarcation Inserts,
Tread Sides and Rear. Demarcation Color: Yellow. Provide Steps with
Sound Retarding Material
Power Supply: 480 Volts, 3 Phase, 60 Hertz (Confirm)
Additional Features: Step Demarcation Lighting
Emergency Stop Buttons
Caution Signs at Each Landing in Code Mandated Colors
Skirt Deflection Devices
Oilless Step Chain/Positive Acting Automatic Lubrication Device
Anti-Slide Knobs
Floor Intersection Guards
Deck Guards/Barricades
Comb Plate Lighting
ASME A17.1 – 2004 Code with Compliant Safety Devices and Features
Remote Monitoring Provisions
Heavy-Duty Step Chains not Requiring Lubrication
No Company Name/Logo Visible to Public

2.02 MATERIALS

A. Steel

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568 M-03.
3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel: Type 302 or 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.

1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in longest dimension.

C. Aluminum: Extrusions per ASTM B221: sheet and plate per ASTM B209.

D. Paint: Clean all exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal surfaces shall be neatly touched-up with Galvacon™ or equal.

E. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

F. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.

2.03 PERFORMANCE

A. Step Speed: Unit shall be capable of operating at contract speed under any loading condition in either direction of travel.

B. Handrail Speed: Consistent with step speed.

C. Noise and Vibration Control: Provide sound isolation within truss as required to limit noise levels relating to escalator equipment and its operation to no more than 60 dBA, measured 3'-0" above escalator at any point of its length.

2.04 OPERATION

A. Each unit shall be capable of operating smoothly and quietly at rated speed with synchronized step and handrail operation and speed in either direction of travel.

2.05 MACHINE ROOM EQUIPMENT

A. Driving Machine: Worm geared, planetary, or helical spur gear reduction unit coupled directly to AC induction or P.M.S.M. drive motor. Handrail drive shall be directly coupled to drive machine.

B. Drive Motor: Three-phase, operating at no greater than 1800 rpm. Motors shall be designed to operate in confined unvented spaces. Motor insulation class "F" or greater. Motor starting shall incorporate SCR soft start with closed transition.

C. Brake: Electromechanical brake to safely decelerate, stop, and hold rated load per code requirements. Brake shall stop escalator operating in the down direction at a relatively constant rate not greater than three feet/second².

D. Controller: UL/CSA labeled.

1. Compartment: Securely mount all assemblies, power supplies, chassis switches, relays, etc., in a substantial steel cabinet, removable from machine space for ease of access to controls and wiring. Include mainline circuit breaker, phase, and overload protection.

2. Microprocessor-Related Hardware

- a. Provide built-in noise suppression devices which provide a high level of noise immunity on all solid-state hardware and devices.

- b. Provide power supplies with noise suppression devices.

- c. Isolate inputs from external devices, such as safety switches, with optoisolation modules.

- d. Design control circuits with one leg of power supply grounded.

- e. Safety circuits shall not be affected by accidental grounding of any part of the system.

- f. System fault log memory shall be retained in the event of power failure or activation of any safety device.

- g. Equipment shall be provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.

3. Wiring: CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.

4. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.

5. Remote Monitoring and Diagnostics: Equip each controller with standard ports, interface boards, and drivers to accept maintenance, data logging, fault finding diagnostic, and monitoring system computers, keyboards, modems, and

programming tools. The system shall be capable of driving remote color CRT monitor(s) which continually scan and display the status of each escalator.

E. Step Drive Assembly: Direct or indirect drive. Machine sprockets at each side over which step chains, step chain rollers, or steel cord reinforced polyurethane cog belt shall pass and transmit motion from machine to steps. If indirect chain drive is used between machine and drive sprocket, provide emergency brake on drive assembly to automatically set if drive chain fails. Provide roller-type sealed bearings.

F. Stop Switch: Per code.

2.06 WELLWAY EQUIPMENT

A. Truss: Steel truss to safely carry entire load of escalator, including all components, full capacity load and weight of exterior truss and balustrade covering material; manufacturer's standard (not to exceed 10 lb. p.s.f.). Provide factor of safety per code. Provide clearly identified exterior cladding support attachment locations on exposed sides and bottom of the entire length of truss. Provide structural truss reinforcement as required for support to eliminate need for intermediate building supports.

B. Truss Extensions: Provide truss and access cover extensions at upper and/or lower landings as required and/or as shown on contract drawings to suit building structural support locations.

C. Truss Isolation: Provide isolation pads at support locations to isolate truss and prevent transmission of vibration to building structure. When retaining truss, check any corrosion. Provide clearly identified exterior cladding support attachment locations on exposed sides and bottom of the entire length of truss. Provide mounting angles.

D. Drip Pans: Oil-tight, steel pans with sufficient strength to withstand weight of workmen entire width and length of truss.

E. Step Tracks: Construct from steel. Tracks shall be bolted sections including transitions to facilitate maintenance and replacement if required. Track sections, including transitions, shall be factory installed and aligned to insure smooth, quiet operation of running gear under all conditions. The individual track section, together with transition section, lower reversing station tension carriage, main drive shaft, and handrail drive shaft shall form a fully independent assembly.

F. Step Bands: Roller chain constructed of steel links with hardened pins or cast links connecting adjacent steps and engaging step drive assembly. Provide synthetic composition roller assemblies with sealed bearings. Escalator design shall permit step band inspection and operation while unit is running with steps removed.

G. Step Guidance System: Provide a step guidance system to control the horizontal and vertical movement of the steps.

H. Lower Reversing Station Tension Carriage: Fully independent, floating track system with spring tensioning device to maintain constant step band tension.

I. Step Assembly: Single piece die-cast aluminum, fastened to the step band. Step rollers shall have sealed bearings and be tired with synthetic composition material. Treads and riser shall be cleated. Steps shall be covered on the underside with sound-deadening material. Steps shall be removable from unit without disassembly of balustrade. Provide renewable step demarcation inserts on trailing edge of each step tread. Paint step tread and riser black between machined surfaces of cleats.

J. Safety Devices: Provide step and handrail safety devices to function per code.

1. Broken drive train/step chain
2. Broken drive chain/drive belt
3. Skirt obstruction
4. Missing bridge (if required)
5. Reversal stop
6. Step up-thrust
7. Handrail speed
8. Missing step
9. Step level
10. Handrail entry
11. Combplate impact
12. Step Demarcation Lights

K. Electrical Wiring

1. Conductors: Copper throughout with individual wires coded and all connections identified on studs or terminal blocks. Type SO cable may be utilized for wiring conducting 30 volts or less, per NEC 620-21.
2. Conductors: 31 Volt RMS or greater. Provide conduit, junction boxes, connections, and mounting means per requirements of Division 16. Provide painted or galvanized steel or aluminum conduit, conduit size minimum 3/8". Flexible conduit exceeding 18" in length shall not be used.

2.07 HANDRAILS

A. Construction: Reinforced rubber running on metal guides. Handrail shall be spliced and vulcanized with smooth joint. Handrail shall be driven at the same speed as the steps. Provide tensioning device and slack-tension switch.

2.08 BALUSTRADE

A. Interior Panel: Mullionless glass with joints vertical to the horizontal.

B. Skirt Panels: Reinforced 14 gauge metal. Install to maintain loaded step gap clearance per code. Provide panels with skirt brushes. Extend skirt panel beyond combplates and wrap around base of newel.

C. Deck Boards: Reinforced 14 gauge metal. All deck section joints shall abut to provide a smooth surface to surface connection with curved transition, top and bottom, horizontal to incline sections.

D. Newel Ends: Continuous metal guides at upper and lower end of the balustrade, matching profile of handrail guides. Newel end shall include a multi-roller bearing system to minimize friction and provide smooth return of handrail.

E. Finishes:

1. Interior Panels:
 - a. Provide 1/2" clear glass.
2. Skirt Panels: Black, low friction material applied to metal panels.
3. Inner and Outer Deck: Satin finish stainless steel.

F. Trim and Moldings: Match deck finish.

G. Anti-Slide Knobs: Provide low outer deck configuration of immediately adjacent units with anti-slide knobs. Finish of knobs to match deck finish.

H. Floor Intersection Guards: Provide clear plexiglass intersection guards at floor penetrations as required per code.

I. Deck Guards: Provide clear plexiglass guards between adjacent units at top and bottom of trusses as required per code.

J. Extended Newels: Newels of adjacent escalators shall align at upper and lower landings.

2.09 LANDINGS

A. Flat Steps: Provide upper and lower landings with minimum of two flat steps.

B. Step Demarcation Lighting: Provide minimum of two green fluorescent step demarcation lights within the step band at upper and lower landings. Locate within a maximum of 16" from combplates.

C. Combplates: Aluminum or other alloy provided with non-slip surface. Provide removable comb sections. Apply yellow powder coat finish.

D. Combplate Lighting: Provide combplate lighting in skirt panel on both sides of units at both upper and lower landings.

E. Landing Plates: Aluminum or other alloy with non-slip surface. Plate shall extend from combplates to equipment access plates at upper and lower ends. Plates shall extend full width of truss.

F. Equipment Access Plates: Aluminum or other alloy with non-slip surface. Provide removable access plates to provide for entry into equipment spaces at upper and lower ends. Plates shall cover entire truss openings. Access plates shall match material and finish of adjacent landing plates. Provide landing plate and access floor plate without visible manufacturer's name or logo.

2.10 SIGNAL AND CONTROL FIXTURES

A. Operating Station: Provide upper and lower newel or stanchion mounted operating stations. Mount on right side when facing unit. Match deck finish. Function and operating positions of switches and buttons shall be identified with engraved characters which are readily visible from a standing position. Each station shall contain the following:

1. Red "emergency stop" button. The button shall be covered with a transparent cover which can be readily lifted or pushed aside. When the cover is moved, an audible warning signal shall be activated. The signal shall have a minimum sound intensity of 80 dBA at the button location. The cover shall be engraved "EMERGENCY STOP"; "MOVE COVER" or equivalent legend (i.e. "LIFT COVER," "SLIDE COVER," etc.); and "PUSH BUTTON." "EMERGENCY STOP" shall be in letters not less than 1/2" (13mm) high. Other required wording shall be in letters not less than 3/16" (4.8mm) high. The cover shall be self-resetting.
2. Key switch to "start" unit.
3. Key directional control switch.

B. Fault Indicator: Provide upper and lower end of truss with fault indicator to display source of fault without removal of equipment access plate. Locate indicator in handrail inlet box or deck board visible from landing plate.

C. Diagnostic Access Port: Provide upper and lower landings with RJ-11 diagnostic access port.

2.11 SIGNS

Landing Signs: Provide caution signs at top and bottom landings per code. Engraved plate with material and finish to match decking and comply with Code coloring requirements.

PART 3 EXECUTION

3.01 SITE CONDITION INSPECTION

A. Prior to beginning installation of equipment, examine wellway and pit areas. Verify no irregularities exist which affect execution of work specified.

B. Do not proceed with installation until work in place conforms to project requirements.

3.02 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original, unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

3.03 INSTALLATION

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install all equipment so it may be easily removed for maintenance and repair.
- C. Install all equipment for ease of maintenance.
- D. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- E. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Machine room equipment truss.
 - 3. Neatly touch up damaged factory-painted surfaces with original paint color or Galvacon™. Protect machine-finish surfaces against corrosion.

3.04 FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Have Code Authority acceptance inspection performed and complete corrective work.

3.05 ADJUSTMENTS

- A. Track Alignment: Re-align factory installed tracks if required to ensure continuous 4-point contact with step and chain rollers. Secure joints without gaps and file any irregularities to a smooth surface.

- B. Lubricate all equipment in accordance with Contractor's instructions.
- C. Adjust motors, brakes, controllers, stopping switches, and safety devices to achieve required performance levels.
- D. Adjust brakes and controlled descent devices to stop escalator with variable load. Drive machine brakes shall stop the down running escalator at a rate no greater than threefeet/second².
- E. Adjust handrail speed to coincide with step speed.

3.06 CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- B. Remove all loose materials and filings resulting from work.
- C. Clean machine room equipment, truss interior, and pit.
- D. Clean balustrades, deck boards, skirt panels, operating and signal fixtures, and trim.

3.07 ACCEPTANCE REVIEW AND TESTS

- A. Review procedure shall apply for individual escalators, portions of groups of escalators, and completed groups of escalators accepted and placed into operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Contractor's tests are complete and all elements of work or a designated portion thereof are in place and escalator or groups of escalators are deemed ready for service as intended.
- C. Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant a minimum of five working days in advance when ready for final review of escalator or group.
- D. Equipment and Instruments: Furnish equipment and instruments to perform required tests. The following instruments may be necessary to complete the tests:
 - 1. Multi meter
 - 2. 500 Volt Megger
 - 3. Alternating-current voltmeter and ammeter
 - 4. Celsius-calibrated thermometers (two minimum)
 - 5. Precision tachometer

6. Decibel meter for noise test

E. Consultant's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:

1. Workmanship and equipment compliance with Contract Documents.
2. Contract speed and performance comply with Contract Documents.
3. Performance of following is satisfactory:
 - a. Starting and running
 - b. Stopping
 - c. Controlled descent
 - d. Equipment noise levels
 - e. Signal and operating devices
 - f. Overall ride quality
 - g. Handrail speed
 - h. Operations of safety devices
4. Operating Tests:
 - a. Overspeed Protection Device: Test by operating at rated speed, tripping overspeed device manually.
 - b. Handrail-Tension Device: Test manually.
 - c. Broken Drive Chain Devices: Test by operating at rated speed, tripping broken chain device manually.
5. Test Results
 - a. In all test conditions obtain specified contract speed, handrail speed, controlled descent, performance, stopping, ride quality, and operation noise levels to satisfaction of Owner and Consultant.
 - b. Temperature rise in motor windings limited to 50° Celsius above ambient.

F. Performance Guarantee: Should Consultant's review identify defects, poor workmanship, variance, or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of Owner and Consultant at no cost as follows:

1. Replace equipment which does not meet code or Contract Document requirements.
2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
3. Perform retesting required by Governing Code Authority, Owner, and Consultant.

G. A follow-up final contract compliance review shall be performed by Consultant after notification by Contractor that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Contractor considers complete.

3.08 OWNER'S INFORMATION

A. Provide three sets of neatly bound written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received by Owner and reviewed by Consultant. Include the following as minimums:

1. Straight-line wiring diagrams of "as-installed" escalator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in escalator machine room space. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Owner's property.
2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, biweekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
3. Lubrication instructions, including recommended grade of lubricants.
4. Parts catalogs for all replaceable parts including ordering forms and instructions.
5. Four sets of keys for all switches and control features properly tagged and marked.
6. Diagnostic equipment complete with access codes, adjusters manuals and set-up manuals for adjustment, diagnosis and troubleshooting of escalator system, and performance of routine safety tests.

END OF SECTION

PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Department of Municipal Development on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

200 pts – Identification: The Offeror's response to RFP Section 2.1.1.

200 pts - Qualifications: The Offeror's response to RFP Section 2.1.2.

200 pts – Experience: The Offeror's response to RFP Section 2.1.3.

200 pts – Technical Approach: The Offeror's response to RFP Section 2.1.4.

200 pts - Cost Proposal: The costs proposed by the Offeror as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and

clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

4.3 Preferences. Preferences for local, small and resident (state) businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information. For those Offerors qualifying for a preference, a 1.05 or 1.10 multiplier, whichever applies, will be applied to the total raw score assigned to its proposal by the Ad Hoc Evaluation Committee.

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PART 5
PREFERENCE FORMS AND INSTRUCTIONS

Instructions for PREFERENCE CERTIFICATION FORM For Local, Small or Resident Business Preferences

1. ALL INFORMATION MUST BE PROVIDED. A 5% small business preference and a 5% small and local preference business preference are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. PHYSICAL LOCATION MUST BE STATED. To qualify for the small business or local preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

3. FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not qualify an offer for a preference and should not complete or submit the Form.

4. APPLICATION OF PREFERENCES. The small business preference will be applied to all offers submitted by eligible small businesses. The local preference only will be applied to all offers submitted by qualifying local businesses that are also qualifying small businesses. If there are no offers submitted in response to a solicitation that are eligible for the local preference, then the Resident Business Preference will be applied to any offers submitted which have provided a valid, State of New Mexico-issued, Resident Business or Resident Manufacturer Certification Number.

5. DEFINITIONS. The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- A small business is a local business which employs an average of fewer than 50 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the City's Purchasing Officer may reduce this requirement, upon receipt of adequate documentation.

6. ADDITIONAL DOCUMENTATION. A business must provide documentation to substantiate the information provided on the Form with its proposal. If it does not, the City may deem its proposal unresponsive. The City's Purchasing Officer shall determine the sufficiency of such documentation.

PREFERENCE CERTIFICATION FORM
For Local, Small or Resident Business Preferences

RFP/RFB NO: _____

Business Name:

Principal Office:

Street Address

City

State

Zipcode

Place of Business:

Street Address

City

State

Zip code



If your Principal Office and Place of Business are in the Greater Albuquerque Metropolitan Area (see definitions in Instructions attached), please provide the following information:

Average Number of Full-time Employees over the Prior Calendar Year: SELECT ONE

☐

0 – 49 employees.

☐

50 employees or more.



If applicable, insert State of New Mexico Resident Business or Resident Manufacturer Certification Number: _____

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____

Date: _____

**YOU MUST RETURN THIS FORM WITH YOUR OFFER
OR IT MAY BE DEEMED UNRESPONSIVE**

**Instructions for
PREFERENCE CERTIFICATION FORM
(Construction Only)**

- 1. ALL INFORMATION MUST BE PROVIDED.** The State of New Mexico Resident Contractor Preference is available for this procurement. To qualify, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
- 2. FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not qualify an offer for a preference and should not complete or submit the form.
- 3. APPLICATION OF PREFERENCE.** The Resident Contractor Preference will be applied to any offers submitted which have provided a valid, State of New Mexico-issued, Resident Contractor Certification Number.
- 4. ADDITIONAL DOCUMENTATION.** Offerors must be required to provide documentation to substantiate the information provided on the Form WITH its proposal. Failure to do so may result in its offer being deemed unresponsive. The City's Purchasing Officer shall determine the sufficiency of such documentation.

PREFERENCE CERTIFICATION FORM
For Resident Contractor Preference
(Construction)

RFP/RFB NO: _____

Business Name: _____

Resident Contractor Certification Number:

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and that the necessary documents to substantiate the information provided on this form are included with the offer submitted.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER
OR IT MAY BE DEEMED UNRESPONSIVE

NOTICE OF NO PREFERENCES

RFP/RFB NO: _____

NO PREFERENCES ARE AVAILABLE FOR THIS PROCUREMENT BECAUSE:

- ☐ IT IS EXPECTED THAT THE PURCHASE OR CONCESSION CONTRACT RESULTING FROM THIS PROCUREMENT WILL BE IN EXCESS OF \$5,000,000.
- ☐ THIS PROCUREMENT IS FOR A FEDERAL AID CONSTRUCTION PROJECT, OR INVOLVES THE EXPENDITURE OF FEDERAL FUNDS.

PART 6
AGREEMENT TERMS & CONDITIONS

**STANDARD SPECIFICATIONS
INCORPORATION OF CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS**

The **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition, General Conditions and Technical Specifications, as updated and amended, are incorporated by reference, the same as if fully written herein and shall govern this Project except where revised, updated or supplemented by the Supplemental Special Provisions, Special Provisions and/or the Supplemental Technical Specifications. They may also be viewed on and printed from the City's web page at:

<http://www.cabq.gov/planning/publications/standardspecs.html>

The following is a list of Updates and amendments that have been issued to the **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition:

<u>Update No.</u>	<u>Effective Date</u>
One	March 25, 1987
Two	January 1, 1988
Three	July 1, 1988
Four	February 16, 1993
Five	November 15, 1994
Six	July 14, 1995
Seven	July 1, 2003, amended August 19, 2005
Eight	July 1, 2011

SECTION 00020
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- 1.06 OPENING
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- 1.08 OWNER'S RIGHTS
- 1.09 CONTRACTOR QUALIFICATIONS

SECTION 00020
REQUEST FOR QUOTATION

PART 1 GENERAL

1.01 PROJECT: ESCALATOR MODERNIZATION

A. Lerch Bates Inc. has been authorized by the City of Albuquerque to invite your firm to submit a quotation for:

1. All engineering, labor, materials, transportation, services, and equipment necessary and reasonably incidental to perform work required by Contract Documents.
2. Warranty preventive maintenance.
3. Continuing preventive maintenance subsequent to completion of work.

1.02 CONTRACT DOCUMENTS

A. Contract Documents are available for download at _____ provided for your use.

B. Make inquiries to Lerch Bates Inc. Do not contact building personnel or the Owner.

C. Permission to review existing equipment and site conditions shall be secured from Tom Ford at (602) 544-2010.

1.03 CONSTRUCTION SCHEDULE

A. See Section 00310, "Quotation Form" for project schedule.

1.04 SEALED QUOTATION

A. Quotations will be received in the manner set out in Section 1.

B. Quotations must be submitted on form provided as a part of Contract Documents, Section 00310. Quotations shall be subject to all requirements of Contract Documents, site conditions, General Conditions, Supplementary and Special Conditions and any other documents issued in connection with project. All blank spaces and questions on the quotation form must be completed and/or responded to. Failure to comply will constitute a non-responsive submittal.

C. If Contractor desires to furnish items different from specified, Contractor shall submit substitution as an alternate quotation. Contractor shall supply Consultant with information in regard to proposed substitution of components or materials. Consultant shall decide whether the Contractor's substitution is equivalent to that specified. Deviation from requirements of Contract Documents shall be stated, in writing, in Contractor's transmittal letter submitted with quotation.

1.05 NOTICE OF INTENT TO SUBMIT A QUOTATION

A. Quotations have been invited from a limited number of pre-approved Contractors. Contractors who elect not to provide a quotation after having reviewed Contract Documents and site conditions shall notify Consultant no later than ten (10) working days prior to quotation due date. Failure to submit a quotation without prior notice will be construed as justifiable cause for elimination of such Contractor for future consideration.

1.06 OPENING

A. Opening of quotations will be in private. Contractor selection will be based upon the criteria and the process set out in Parts 2 and 4 of this RFP.

1.07 QUOTATION

A. All quotations shall be firm. Escalation will not be permitted if Contract is awarded within 90 days from quotation due date.

B. If award is deferred beyond 90 days, Contractors' quotations shall be subject to adjustment to reflect changes in the cost of labor and material.

1.08 OWNER'S RIGHTS

A. Owner reserves right to reject any or all quotations, to accept other than lowest quotation and to waive any informality in connection with opening and award of Contract.

1.09 CONTRACTOR QUALIFICATIONS

A. Contractor shall be prepared to provide evidence of experience, qualifications, and financial ability to carry out requirements of Contract Documents including the modernization of the escalators in the City-County facility.

END OF SECTION

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1.01 EXAMINATION

1.02 EXISTING MAINTENANCE CONTRACT

SECTION 00100
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PART 1 GENERAL
1.01 EXAMINATION

A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents, existing site conditions, and existing equipment specified to be retained for compatibility with its product prior to submitting quotation. Site review shall include, but not be limited to adequacy of access, retained equipment, escalator wellways, pits, machine rooms, electrical power characteristics, structural supports, etc. Investigation and structural calculations required to determine compliance of existing escalator components including machine support beams, are responsibility of Contractor. Attach specific, written exception and/or clarification with quotation. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Contractor and Consultant, an Addendum to the specifications will be issued and authorized. Owner will not pay for change to building structure, structural supports, mechanical, electrical or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized as stipulated above.

B. Submission of quotation is considered evidence that Contractor has visited and is conversant with the site facilities, site conditions, requirements of the Contract Documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in his quotation for all contingencies. Should Contractor's investigation of site conditions or local codes or rules reveal requirements contrary to Contract Documents, or if Contractor finds any discrepancies or omissions from Contract Documents, or if Contractor is in doubt as to their meaning, he shall contact the Consultant for clarification at least ten (10) working days prior to the due date for this RFP.

C. No oral explanation will be made and no oral instructions will be given before quotation due date. Contractor shall act promptly and allow sufficient time for a reply to reach him before submission of his quotation. Any required interpretation or supplemental instructions will be issued in the form of an addendum to the specifications and forwarded to all Contractors that have requested addenda by making such request in writing to Consultant.

D. Provide everything necessary for and incidental to the satisfactory completion of work required by Contract Documents. All required preparations and hoisting and movement of new equipment, reused equipment, or removal of existing equipment shall be the responsibility of Contractor.

1.02 EXISTING MAINTENANCE CONTRACT

A. If Contractor currently providing equipment maintenance under contract with Owner is included on the list of invited Contractors for this Contract, Contractor acknowledges and agrees that said contract shall be immediately null and void upon award of this Contract to Contractor or alternate invited Contractor. Further, if present Maintenance Contractor is not the successful firm in regard to this Contract, Maintenance Contractor agrees to deliver existing as modified control wiring diagrams to Owner and immediately remove its equipment and materials from the premises with the Owner or Owners' representative present. Owner shall withhold final maintenance payment due until Maintenance Contractor is in compliance with this requirement.

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- 1.03 CONTRACT
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PART 2 SPECIAL CONDITIONS

- 2.01 PROGRESS OF WORK

APPENDIX A 1
PAYMENT REQUEST FORM
PROGRESS REPORT FORM
SUPPLEMENTAL CONDITIONS

PART 1 GENERAL

1.01 DEFINITION OF TERMS

A. Term ELEVATOR CONSULTANT or CONSULTANT as used herein refers to Lerch Bates Inc. (Lerch Bates).

B. OWNER as used herein refers to the City of Albuquerque.

C. The term CONTRACT or CONTRACT DOCUMENTS as used herein consists of the Agreement, Conditions of Contract, Specifications, Addenda, Drawings if included, and Alternates if accepted.

D. CONTRACTOR or ELEVATOR CONTRACTOR as used herein refers to any persons, partners, firm, or corporation having a contract with Owner to furnish labor and materials for the execution of work required.

E. CONTRACT AWARD as used herein refers to Owner's verbal or written award for work required.

F. SUBCONTRACTOR as used herein refers to any persons, partners, firm, or corporation having a contract with Contractor to furnish labor and materials for the execution of work required.

G. As used in these Contract Documents "provide" shall be understood to mean "furnish and install."

H. As used in these Contract Documents "retain or reuse existing" shall be understood to mean restore existing components or parts to like-new condition.

I. Words in the singular shall include the plural whenever applicable or context so indicates.

J. All technical terms in these Contract Documents have their definition given in latest edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks ASME A17.1. and A17.2.

1.02 CONSULTANT'S STATUS

A. Consultant shall act as Owner's representative on all matters pertaining to required work. Consultant shall interpret Contract Documents, analyze Contractor's quotations, review Contractor suggested alternates, review all submittals of Contractor, approve billings, review technical details and construction procedure, perform work progress reviews and review and test completed work for compliance with Contract Documents prior to acceptance of work by Owner.

B. Field Review Scheduling: Schedule progress and final work reviews with Consultant. Reply promptly, in writing, to corrective work indicated on Consultant's progress and/or final review reports, indicating status and schedule for completion. Consultant anticipates scheduled site review appointments will be met. Contractor's price will be reduced to reimburse Consultant at its normal billing rates for appointments not kept or

for additional follow up reviews required due to Contractor's gross non-compliance with previous review requirements.

1.03 CONTRACT

A. Contract includes all engineering, labor, tools and material required to complete the work in every respect. Contractor is cautioned to familiarize itself with existing site conditions and to include all incidental work that might occur or be required during the work. After Contract has been awarded, verbally or in writing, no extra charges will be allowed for any labor or material necessary to complete required work whether exactly described in these specifications herein or not, as long as such work, labor, and material are required to accomplish desired effect and results.

B. Any discrepancies or ambiguities found in Contract Document or drawings shall be reported to the Consultant prior to Contractor's quotation submittal.

1.04 MEASUREMENTS AND DRAWINGS

A. Drawings or measurements included with Contract Documents are for convenience of Contractor. Complete responsibility for detailed dimensions lies with Contractor. Contractor shall verify all dimensions with the actual on site conditions. Where work of Contractor is to join another trade, Contractor's shop drawings shall show actual dimensions and method of joining work of those trades.

1.05 CODES AND ORDINANCES

A. All work covered by these Contract Documents is to be done in full accord with national code, state and local codes, ordinances, and elevator safety orders as are in effect at time of Contract award. All requirements of local Building Department and fire jurisdiction are to be fulfilled by Contractor and its Subcontractors. Also see Section 01040, Article 1.01.

1.06 CONTRACTOR'S INSURANCE

A. Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance with statutory limits set by the State of New Mexico laws for protection of its employees.

B. Contractor shall carry a comprehensive general liability policy including completed operations blanket contractual broad form property damage, and Owner's and Contractor's protective liability in a casualty or liability insurance company acceptable to Owner.

Insurance policy shall fully protect Contractor, its Subcontractors, Owner, and Consultant from all loss and liability.

C. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation naming indemnified parties as additional

insured. Said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless Owner is given thirty (30) days notice, in writing, of the intention of said insurer to cancel or change any such policy. Contractor's insurance shall be primary to any applicable loss. With Owner's prior approval, an Owners & Contractors Protective Liability (OCPL) Policy may be substituted for commercial general liability coverage.

Following are minimum insurance coverage requirements:

<u>Type Of Insurance</u>	<u>Coverage Amount</u>
Workers' Compensation And Occupational Disease	Statutory Limits
Employer's Liability (Including Occupational Disease Coverage)	\$1,000,000
Commercial General Liability, Including Operations, Contractual, And Completed Operations Coverages, Occurrence Basis	\$1,000,000
Combined Single Limit For Bodily Injury And Property Damage Commercial Automobile Liability Covering Owned, Non-Owned And Hired Vehicles Used In The Performance Of The Services Combined Single Limit For Bodily Injury And Property Damage	\$1,000,000

D. Contractor shall file with Owner a certificate of insurance from its insurance company, stating that such insurance is being carried and that Owner will be notified at least 10 days prior to any cancellation of said insurance.

1.07 OWNER INSURANCE

A. Owner's insurance policy covers work and equipment in place in building and approved and accepted by Consultant and Owner. All material and equipment stored on site and not actually installed is not included in Owner's policy and such material and equipment shall be covered under Contractor's Property Damage Insurance.

1.08 TAXES, OLD AGE PENSIONS AND UNEMPLOYMENT INSURANCE

A. Contractor's quotations for required work, materials and equipment shall include all local, state, and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old age pensions, unemployment insurance contributions, and any other similar taxes and contributions in effect at time of award of Contract, verbally or in writing. Contractor shall be liable for aforementioned taxes whether or not specifically included in his quotation or in final Contract Document. In event additional sales or use

taxes are imposed after award of Contract, such sales or use taxes are to be paid, in addition to original Contract amount, by Owner to Contractor, who in turn is to pay them to proper authorities.

Reciprocally, if any of above mentioned taxes or contributions in effect at time of award of Contract should be revoked before consummation of Contract, Contractor shall rebate Owner amount of taxes included in original quotation and Contract. Where required by law, amount of the tax is to be specifically stated in Contractor's quotation; however, failing to do so will not relieve Contractor from responsibility for assumption of these taxes.

1.09 LABOR LAWS

A. Contractor and its Subcontractors performing work under this Contract shall comply with all applicable provisions of all federal, state, and local labor laws.

1.10 PATENTS

A. Contractor shall save and hold harmless Owner and its officers, agents, servants, employees, and Consultant from liability of any nature or kind on account of any patented or unpatented invention, process, article, or appliance manufactured or used in performance of Contract, including its use by Owner including all cost and expenses for defending any suits unless otherwise specifically stipulated in Contract Documents.

B. Licenses which may be required for completion of required work are to be obtained and paid for by the Contractor.

1.11 ASSIGNMENTS

A. Neither party to this Contract shall assign Contract or sublet it as a whole without written consent of other party, nor shall Contractor assign any payment due him or to become due to him hereunder without previous written consent of Owner.

1.12 ADVERTISING

A. Advertising privileges will be retained by Owner. It is the duty of Contractor to keep premises free from posters, signs, decorations, etc., unless specifically approved by Owner.

1.13 PROTECTION OF WORK AND PROPERTY

A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Owner property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of the Owner. Contractor shall

provide all barricades required to protect open hoistways or shafts per OSHA regulations. Design of barricades in public areas shall be approved by Owner prior to fabrication and installation.

B. If Contract includes work which would be disruptive during normal business operations, or would be dangerous to building occupants, said work shall be performed during hours as building management dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building, or performing tests requiring all escalators. Contractor shall perform such work during off-hours and shall include all costs in its quotation.

C. Contractor shall install a suitable protective covering on all finished floors whether marble, wood, carpet or other, in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.

D. Portable fire extinguishers shall be provided throughout Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers will remain property of Contractor.

E. Contractor shall at all times maintain work areas so all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.

F. Contractor shall strictly supervise any welding, metal cutting or other operations employing open flame work. All welding and cutting equipment shall be safely arranged and all combustibles in vicinity of any work being performed shall either be removed or protected by a noncombustible cover. Welding or cutting shall be attended by an assistant or fire watchman who is equipped with at least one 2A-20BC rated multi-purpose dry chemical fire extinguisher. Fire watchman will maintain strict surveillance during entire welding or cutting operation and extinguish flying sparks or burning slag. After welding or cutting operation fire watchman shall thoroughly search entire area for remnants of smoldering materials before he is released from his duty. Any welding or other operation employing open flame in any portion of building shall be scheduled with and receive approval of Owner.

G. Contractor shall keep noise level below 80 db level during normal building hours. When it is necessary to produce noise above this level, Contractor shall advise building management of such needs and times will be scheduled as directed. The Contractor shall anticipate and schedule excessive noise generating procedures and include allowance for same in its quotation and schedule.

1.14 ACCIDENT REPORTS

A. In the event of accidents of any kind, Contractor shall furnish Owner with copies of all accident reports. Reports shall be sent without delay and at same time that they are forwarded to any other parties.

1.15 STORAGE OF MATERIALS

A. Contractor shall confine storage of materials on job site to limits approved by Owner and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load.

1.16 REMOVAL OF EQUIPMENT AND RUBBISH

A. Contractor shall remove and properly dispose of all rubbish as fast as it accumulates including all existing parts and components not retained, keeping building and premises clean during progress of work and leave premises at completion in a condition acceptable to the Owner. All parts and components not retained shall become property of Contractor.

1.17 MATERIALS AND WORKMANSHIP

A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of Consultant. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

1.18 SUPERVISION

A. Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for project satisfactory to Owner and Consultant. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

1.19 ROUTINE BUSINESS

A. After award of Contract, all business relating to required work shall be transacted through Consultant, unless otherwise directed.

1.20 CHANGES AND EXTRA WORK

A. Owner may at any time make changes to Contract Documents, plans and drawings, omit work, or require additional work by Contractor. For such additional work performed hereunder, Owner shall pay Contractor on the basis of a mutually agreed lump sum. See Article 1.25 for method of computing lump sum cost of additional work. Contractor shall make no additions, changes, alterations, or omissions, or perform extra work, without receipt of written authorization of Owner.

1.21 PAYMENTS

A. Unless otherwise agreed, Contractor shall submit monthly applications for payment together with necessary data, information, waivers, and affidavits to Owner. Owner shall

review data for accuracy and process such applications for payment. Information shall be submitted with payment request and work progress forms provided by Owner or Owner's Consultant.

B. Applications for payments are to cover 90% of the value of labor performed and material installed and delivered during the preceding month or materials delivered to Contractor's storage facility.

C. Balance (retention) shall be paid by Owner upon final acceptance of entire work by Consultant and Owner and after performance guarantees have been satisfactorily demonstrated. See Section 01700, Article 1.02, D-G.

1.22 PAYMENT WITHHELD

A. Owner and/or Consultant may withhold approval of payment on any Contractor request to such extent as may be necessary to protect Owner from loss on account of:

1. Believed negligence on part of Contractor to execute the work properly or fail to perform any provision of Contract. Owner, after thirty (30) days' written notice to Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct its cost from the overall Contract sum.
2. Claims filed or reasonable evidence indicating probable filing of claims by other Contractors or Subcontractors.
3. Failure of Contractor to make proper payments to its material suppliers or Subcontractors for material and labor.
4. A reasonable doubt that required work can be completed by Contractor for balance then unpaid or in Contract time frame.
5. Contractor's damage to building or another Contractor.

B. When the above grounds are removed, payment shall be made in full, less retention.

1.23 LIENS AND AFFIDAVITS

A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of this Contract or receipts marked paid in full in lieu thereof. In addition, Contractor shall furnish an affidavit to Owner that, so far as he has knowledge or information, releases, or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by Owner, Contractor shall refund to Owner all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.24 CLAIMS FOR EXTRA COST

A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Consultant in writing within a reasonable time after such additions or changes identified or are requested and in any event before proceeding with required work. No such claim shall be valid unless so made. Maximum charge for additions/changes to work shall be Contractor cost +10% handling fee + 15% for

overhead and profit. Contractors cost shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc.

1.25 DELAYS AND EXTENSION OF TIME

A. If Contractor progress is delayed due to acts of Owner or Consultant, acts of other Contractors, fire, floods, strikes or other casualties beyond the control or without fault or negligence of Contractor, time for completion of the work shall be extended for a period determined by Consultant to be equivalent to time of such delay. Contractor must notify Consultant, in writing, of such delay within 48 hours after delay commences, or no extension of time will be granted. Extension of time without written request within said period on one or more occasions shall not be deemed a waiver of provisions of this article.

1.26 PERMITS

A. Contractor shall obtain and pay for or cause its Subcontractor to obtain and pay for all permits required to complete required work. In addition, Contractor shall arrange, schedule, and pay for or cause it's Subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required Owner utilization permits in regard to completed work.

PART 2 SPECIAL CONDITIONS

2.01 PROGRESS OF WORK

A. Upon award, verbally or in writing, Contractor shall reconfirm in writing, starting and completion schedule including equipment delivery dates based upon the information submitted on its quotation form, Section 00310.

B. Contractor shall submit in writing monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

C. Project Manual: Upon award, verbally or in writing, Contractor shall prepare three SEVEN project manuals neatly bound in a three ring binder. One manual shall be retained by Contractor, one provided to Owner and one provided to Consultant. The manuals shall contain the following information and sections identified in an index with numbered divisions.

1. Project Specification, revised if required to indicate basis of award. (While maintaining original text and clearly identifying revision.)
2. Contractor completed Bid Form, specification Section 00310. Include copy of original submission and any revisions.
3. Alternate quotations indicating Owner acceptance or rejection.
4. Owner's executed Contract.
5. Initial project schedule with estimated versus actual milestone dates. Include schedule revisions.
6. Project payment requests including verification of payment and lien releases.
7. Code acceptance.
8. Owner's temporary acceptance documents
9. Owner's final acceptance documents.
10. Consultants progress review comments and requirements.
11. Consultant's final Contract review comments and requirements.
12. Shop drawing submittals, including set(s) with review remarks.
13. As built drawings, including control wiring diagrams.
14. Maintenance Agreement, Specification Section 14325.

D. A second manual shall include the identical section numbers and shall be identified and utilized for general correspondence on these subjects. Additional sections shall include correspondence not specifically identified by one of these sections. An index in front of this section shall number and identify source of correspondence and subject.

E. Contractor shall maintain all six manuals in an up-to-date condition. Prior to final payment, Contractor shall deliver to Owner the documents in Items 1, 2, 3, and 13 above on computer disk.

AGREEMENT

PROJECT NAME: _____
RFP No. : _____

This Agreement is made and entered into on the date last entered below, by and between the City of Albuquerque, a New Mexico municipal corporation, hereinafter called **Owner**, and _____ hereinafter called **Contractor**.

WITNESSETH: That **Owner** and **Contractor** for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK: **Contractor** shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete the Work for the construction of the above-referenced City Project and any authorized supplemental work, all in strict accordance with the Contract Documents, including all Addenda thereto, numbered and dated as follows:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

2. CONTRACT PRICE: The **Owner** will pay the **Contractor** for the performance of the Contract in current funds, as provided in the Contract Documents, the amount of _____ Dollars (\$_____).

3. CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement together with this RFP, including the Additional Provisions in this Part 6; the Contractor's Proposal and; all other documents defined in the General Conditions and incorporated into this RFP. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last entered below.

CITY OF ALBUQUERQUE:

Chief Administrative Officer

Date: _____

CONTRACTOR:

By: _____

Title _____

Date: _____

NM Taxation & Revenue Dept. Taxpayer
ID No. _____

Federal Taxpayer Identification Number

ADDITIONAL PROVISIONS

The following additional provisions are also hereby made a part of the Contract Documents:

SECTION 1 LIQUIDATED DAMAGES

1.1 Liquidated Damages up to Time of Substantial Completion. Liquidated damages, in the amount of two thousand dollars (\$2,000) per day will be assessed against the **Contractor** for each calendar day, that the Work has not achieved Substantial Completion after expiration of the agreed time allotted for construction, including any approved extensions of time granted.

1.2 Liquidated Damages Following Substantial Completion. Further, liquidated damages in the amount of one thousand dollars (\$1,000) per day will be assessed against the **Contractor** for each calendar day that all punch list items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the agreed time allotted for completion and correction, including any approved extensions of time granted. These liquidated damages are cumulative.

The sum of the liquidated damages will be deducted from any monies due the **Contractor**. If no money is due the **Contractor**, said sum may be recovered by the **Owner** from the **Contractor** or the **Contractor's** surety, or from both combined. These deductions are to cover liquidated damages to the **Owner** for losses to **Owner** that include, but are not limited to, additional expenses of Contract administration, overhead and other costs resulting from failure of the **Contractor** to complete the Work within the designated time, and are not to be considered as penalties. The **Owner** shall not be considered liable for any extra or additional payment to the **Contractor** as a bonus or premium for early completion.

SECTION 2 TAXES

2.1 General. The **Contractor** shall pay all applicable gross receipts, local option, sales, consumer, use and other similar taxes and assessments and levies. **Owner** shall not be responsible for payment of taxes which **Contractor** is responsible for paying to any taxing authority of any governmental unit. The term "Gross Receipts Tax" shall include local option taxes, whenever applicable.

2.2 Gross Receipts Tax Increases or Decreases and Limitations on Payment of Increases. The amount of all taxes in effect at the scheduled closing time for receipt of bids shall be included in the contract price. Payment of any change of rate of gross receipts that take effect during the performance of the contract shall be allowed as a corresponding change in the Contract Price, provided however, that **Owner's** payment to **Contractor** of such gross receipts rate change shall be only for progress payments or other billings submitted under the provisions of the Contract on or after the date the rate change goes into effect.

2.3 Special Instructions on Entering Gross Receipts Tax Where Different Tax Rates Apply. In the event the Work on the Project is within areas where different New Mexico Gross Receipts Tax Rates apply, the Bid Proposal form provided in these Bidding Documents will provide the applicable tax rate for each such area and the estimated percentage of the work to be performed in each such area. All Contractors shall use the rate and percentage provided in the Bidding Documents only for purposes of calculating the Bid. It shall be the sole responsibility of the Contractor awarded the Contract when submitting pay applications to determine and properly use the correct tax rate and the amount of work performed in each such area.

2.4 Gross Receipts Tax Surety Bond. Section 7-1-55 NMSA 1978 provides that any person engaged in the construction business who does not have its principal place of business in New Mexico and enters into a prime construction contract to be performed in this state, the gross receipts taxes to be paid on which would be in excess of \$50,000, shall at the time such contract is entered into, furnish the Secretary of the New Mexico Taxation & Revenue Department or the Secretary's delegate with a surety bond, or other acceptable security, in a sum equivalent to the gross receipts to be paid under the Contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978, plus the applicable rate of local gross receipts taxes, to secure payment of the tax imposed on the gross receipts from the Contract, and shall obtain a certificate from the Secretary of the New Mexico Taxation & Revenue Department or the Secretary's delegate that the requirements of this section have been met.

2.5 Request for Taxpayer Identification Number and Certification. Simultaneously with his delivery of the executed contract, the Contractor awarded this contract, if an award is made, shall complete and execute a **Form W-9, Request for Taxpayer Identification Number and Certification**.

SECTION 3
AFFIRMATIVE ACTION, EQUAL EMPLOYMENT
OPPORTUNITY & NONDISCRIMINATION

During the performance of this Contract, the **Contractor** agrees as follows:

3.1 The **Contractor** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or ancestry, or disability. The **Contractor** will take affirmative action to ensure that applicants for employment are employed, and that during employment employees are treated without regard to their race, color, religion, sex, age, national origin or ancestry, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, disciplinary actions and grievances, rates of pay or other forms of compensation, other terms and conditions of employment and selection for training, including apprenticeship. The **Contractor** agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the City of Albuquerque Human Rights Office, setting forth the provisions of this nondiscrimination clause.

3.2 The **Contractor** will make reasonable accommodation to the known disability of an otherwise qualified employee or applicant for employment as required by law, under the New Mexico Human Rights Act, Sections 28-1-1 et seq., NMSA 1978.

3.3 The **Contractor** will in all solicitations or advertisements for employees placed by or on behalf of the **Contractor**, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, sex, sexual orientation, age, national origin or ancestry, or disability.

3.4 The **Contractor** will send to each labor union, organization, or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, and training programs, a notice advising the labor union, organization or workers' representatives and training programs of its Equal Employment Opportunity (EEO) policy and request their cooperation in meeting its EEO obligations. The **Contractor** shall post copies of the notice in conspicuous places available to employees, applicants for employment, and the general public.

3.5 The **Contractor** will comply with all provisions of the City of Albuquerque Human Rights Ordinance, Sections 11-3-1 et seq. ROA 1994; the New Mexico Human Rights Act, as amended, Sections 28-1-1 et seq., NMSA 1978; and Title VII of the US Civil Rights Act of 1964, as amended. Contractors required by Section 5 of these Special Provisions to take affirmative action steps and/or to submit a written Affirmative Action Plan will follow the guidelines found in Executive Order 11246, as amended; Revised Order No. 4 (41 CFR part 60-2 or 60-4 as appropriate); 41 CFR Part 60-250 and 41 CFR Part 60-741 in the preparation of its Affirmative Action Plan and in the performance of its Affirmative Action/Equal Employment Opportunity duties under this Contract.

3.6 The **Contractor** will furnish to the City of Albuquerque Human Rights Office all information and reports required by the City of Albuquerque Human Rights Ordinance, Sections 11-3-1 et seq. ROA 1994; the New Mexico Human Rights Act, as amended, Sections 28-1-1 et seq., NMSA 1978; and Title VII of the US Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended, and will permit access to its books, records, and accounts by the **Owner** and the City of Albuquerque Human Rights Office for purposes of review or investigation to ascertain compliance with such laws, rules, orders and regulations.

3.7 The **Contractor** will post in conspicuous places available to employees, applicants for employment and the general public, nondiscrimination notices issued by the City of Albuquerque Human Rights Office, and notices required to be posted by state and federal agencies.

3.8 In the event of **Contractor's** noncompliance with the nondiscrimination clauses of this Contract or with any other applicable laws, rules or orders pertaining to Affirmative Action/Equal Employment Opportunity and Nondiscrimination, this Contract may be cancelled, terminated or suspended in whole or in part, the **Contractor** may be declared ineligible for further City contracts in accordance with procedures established by the City of Albuquerque, and such other sanctions as may be imposed and remedies invoked as otherwise provided by law.

3.9 The **Contractor** will include the provisions of Paragraphs 4.1 through 4.8 above in every subcontract or purchase order so that such provisions shall be binding upon every Subcontractor. The **Contractor** shall take such action, with respect to any subcontract, as necessary to enforce such provisions, including sanctions provided for noncompliance.

3.10 When the **Contractor** delivers the executed Agreements to **Owner**, the **Contractor** shall also submit to the City of Albuquerque Human Rights Office, a copy of the executed **AHRO Form CC-1**, Contractor's List of Subcontractors/Suppliers, located on page **CLS-1** (goldenrod).

3.11 In the event that a state or federal agency is providing funding for this Contract and has specific Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements, which are in conflict with these requirements, the specific state or federal requirements will govern.

SECTION 4
NOTICE TO CONTRACTORS - ADDITIONAL AFFIRMATIVE ACTION
AND EEO EMPLOYMENT DATA REQUIREMENTS

In addition to the Affirmative Action/Equal Employment Opportunity and Nondiscrimination Requirements specified in Section 4, the requirements for specific affirmative actions, submitting affirmative action plans and for EEO employment data reporting for construction and non-construction contractors are as follows:

4.1 Construction and Non-construction Contractors' Affirmative Action/Equal Employment Opportunity Requirements

4.1.1 The **Owner** requires that each Contractor shall submit with the Contractor's Bid Proposal **AHRO Form CC-2**, Certification of Contractor Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination, , and submit a copy of the Certification to:

City of Albuquerque Human Rights Office, Room 701
Human Resources Department
City County Building, One Civic Plaza NW
P.O. Box 1293
Albuquerque, New Mexico 87103
Telephone: (505) 924-3387

4.1.2 The **Owner** requires that Contractors and Subcontractors holding contracts or subcontracts of \$10,000 or more shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the **Contractor's** compliance with these requirements shall be based upon its effort to achieve maximum results from its actions. The **Contractor** shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the **Contractor's** employees are assigned to work. The **Contractor** shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the **Contractor's** obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the **Contractor** or its union have employment opportunities available, and maintain a record of the organization's responses.

c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what

action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the **Contractor** by the union or, if referred, not employed by the **Contractor**, this shall be documented in the file with the reason therefor, along with whatever additional actions the **Contractor** may have taken.

d) Provide immediate written notification to the City of Albuquerque Human Rights Office when the union or unions with which the **Contractor** has a collective bargaining agreement has not referred to the **Contractor** a minority person or woman sent by the **Contractor**, or when the **Contractor** has other information that the union referral process has impeded the **Contractor's** efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the **Contractor's** employment needs. The **Contractor** shall provide notice of these programs to the sources compiled under paragraph b above.

f) Disseminate the **Contractor's** EEO policy by providing notice of the policy to the unions and training programs and requesting their cooperation in assisting the **Contractor** in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these requirements with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the **Contractor's** EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the **Contractor's** EEO policy with other contractors and subcontractors with whom the **Contractor** does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the **Contractor's** recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any

recruitment source, the **Contractor** shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the **Contractor's** workforce.

k) Validate all tests and other selection requirements where there is an obligation to do so under 29 CFR Part 1607.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities, through appropriate training, etc.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the **Contractor's** obligations under these requirements are being carried out.

4.1.3 The **Owner** requires that Contractors and Subcontractors holding contracts or subcontracts of \$50,000 or more and having at least 50 employees shall submit to the City of Albuquerque Human Rights Office a written Affirmative Action Plan.

4.2 Construction Contractors' EEO Employment Data Requirements. The **Owner** requires that Construction Contractors and Subcontractors holding contracts, not including material suppliers, of \$10,000 or more, shall submit employment data as required in the City of Albuquerque Human Rights Office's **Form AHRO-EEO-1** (located immediately following this Section) for every month during which work is performed. This data will be taken from the payroll week reflecting the highest employment for the company or firm for that month. This data is to be submitted to the City of Albuquerque Human Rights Office at the address set forth in Paragraph 5.1.1 above.

4.3 Non-construction Contractors' and Material Suppliers' EEO Employment Data Requirements. The **Owner** requires that non-construction contractors and subcontractors (vendors, suppliers, professional services, security, lessee, etc.) holding contracts of \$10,000 or more, and material suppliers with purchase orders of \$10,000 or more, shall submit employment data as required in the City of Albuquerque Human Rights Office's **Form AHRO-EEO-2** (located immediately following this Section for every month during which work is performed. This data will be taken from the payroll week reflecting the highest employment for that month. This data is to be submitted to the City of Albuquerque Human Rights Office at the address set forth in Paragraph 5.1.1 above.

4.4 Contractors Needing Assistance with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination Requirements. Contact the City of Albuquerque Human Rights Office at the address set forth in Paragraph 4.1.1 above.

AHRO-EEO-1		HUMAN RIGHTS OFFICE		Report For The Month Of											
EEO REPORT (CONSTRUCTION)		City County Building, Room 701, Human Resources Department P. O. Box 1293, Albuquerque, NM 87103		_____, _____											
1. CHECK APPROPRIATE BLOCK ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR		2. NAME AND ADDRESS OF FIRM		3. CURRENT CITY CONTRACTS/PROJECT NAMES											
				4. TYPE OF CONTRACT											
5. EMPLOYMENT DATA															
TABLE A															
JOB CATEGORIES	Overall TOTALS (sum of column B) (A)	TOTAL MALES AND FEMALES (sum of cols. D, E, F, G and H) (B)		TOTAL MINORITIES (sum of cols. D, E, F and G) (C)		AMERICAN INDIAN or ALASKAN NATIVE (D)		ASIAN or PACIFIC ISLANDER (E)		BLACK Not of Hispanic Origin (F)		HISPANIC (G)		WHITE Not of Hispanic Origin (H)	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS & MANAGERS															
SUPERVISORS															
FOREMEN															
PROFESSIONALS															
OFFICE & CLERICAL															
EQUIPMENT OPERATORS															
MECHANICS															
TRUCK DRIVERS															
LABORERS (unskilled)															
TRADE CATEGORIES (List):															
TOTAL (ALL CATEGORIES)															
TABLE B															
APPRENTICES															
ON-THE-JOB TRAINEES															
6. PREPARED BY: (Signature and Title of Contractor's Representative)						DATE:									

AHRO-EEO-1

INSTRUCTIONS

1. This report is to list only those employees your company employs in the Albuquerque Metropolitan Statistical Area (includes all of Bernalillo County).
2. In preparing this report, take the data from the week with the highest number of employees for the month.
3. In "Report for the month of" block, specify month for which the data is being provided.
4. ITEMS 1 through 4: Provide information as requested.
5. ITEM 5: EMPLOYMENT DATA:

JOB CATEGORIES: In addition to categories already listed, add trade categories applicable to your firm.

TABLE A: List number of male and female employees in each applicable column.

TABLE B: List number of apprentices and on-the-job trainees under each applicable column of Table A.
6. ITEM 6: Self-explanatory.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS AND MANAGERS: Administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officers, executives, plant managers, department managers, etc.

SUPERVISORS AND FOREMEN/WOMEN: Includes those who supervise employees but are not directly involved in setting company policy and are not included in the above category.

PROFESSIONALS: Occupations requiring college graduation or equivalent experience. Includes accountants, architects, designers, engineers, scientists, surveyors, etc.

OFFICE AND CLERICAL: Includes clerk-typists, stenographers, bookkeepers, cashiers, dispatchers, messengers, office machine and keyboard operators, shipping and receiving clerks, etc.

EQUIPMENT OPERATORS: Employees who operate machine or processing equipment, i.e., forklift, small tractor, small trencher, tamper, etc., not including general office machines.

MECHANICS: Employees performing repair/maintenance of automotive vehicles, gas or electric motors, equipment, machines, etc.

TRUCK DRIVERS: Employees who operate automotive vehicles, i.e., trucks, vans, etc.

LABORERS (unskilled): Employees in manual occupations which generally require no special training, perform elementary duties that may be learned in a few days, and require the application of little or no independent judgment.

Note: Monthly reports must be submitted no later than the 10th day following the close of each month.

TRADE CATEGORIES: Includes welders, tapers, electricians, plumbers, pipefitters, carpenters, masons, painters, iron workers, roofers, other building trades, heavy equipment operators, etc.

APPRENTICES: Persons involved in union-sponsored training programs for skilled trades.

TRAINEES: Persons other than union apprentices involved in training programs.

AHRO-EEO-2

HUMAN RIGHTS OFFICE

Report For The Month Of

City County Building, Room 701, Human Resources Department
P. O. Box 1293, Albuquerque, NM 87103

1. CHECK APPROPRIATE BLOCK ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ SUPPLIER ☐ OTHER	2. NAME AND ADDRESS OF FIRM	3. CURRENT CITY CONTRACTS/PROJECT NAMES	4. TYPE OF CONTRACT/SERVICE

5. EMPLOYMENT DATA

TABLE A

[illegible]

TABLE B (formal on-the-job trainees)

[illegible]

6. PREPARED BY: (Signature and Title of Contractor's Representative)

DATE:

AHRO-EEO-2

INSTRUCTIONS

1. This report is to list only those employees your company employs in the Albuquerque Metropolitan Statistical Area (includes all of Bernalillo County).

If your company is located outside of the Albuquerque Metropolitan Statistical Area, complete this report showing total number of employees.
2. In preparing this report, take the data from the week with the highest number of employees for the month.
3. In "Report for the month of" block, specify month for which the data is being provided.
4. ITEMS 1 through 4: Provide information as requested.
5. ITEM 5: EMPLOYMENT DATA:

TABLE A: List number of male and female employees (including on-the-job trainees) in each applicable column.

TABLE B: List number of male and female apprentices and on-the-job trainees under each applicable column of Table A.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS AND MANAGERS: Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officers, executives, middle management, plant managers, department managers and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, and kindred workers.

PROFESSIONALS: Occupations requiring college graduation or equivalent experience. Includes accountants, architects, designers, engineers, scientists, surveyors, etc.

TECHNICIANS: Occupations requiring basic knowledge or skill which would be obtained through approximately two years of post high school education. Includes draftsmen, engineering aides, nurses, laboratory technicians, etc.

SALES WORKERS: Occupations engaged wholly or primarily in direct selling.

OFFICE AND CLERICAL: Includes clerk-typists, stenographers, bookkeepers, cashiers, dispatchers, messengers, office machine and keyboard operators, shipping and receiving clerks, etc.

CRAFT WORKERS (skilled): Includes building trades, mechanics and repairmen, skilled machining occupations, compositors and typesetters, tool and dye makers, tailors, etc.

OPERATIVES (semi-skilled): Includes machine operators, assemblers, truck drivers, welders, etc.

LABORERS (unskilled): Includes construction laborers, car washers, warehouse dockmen, etc.

ITEM 6: Self-explanatory.

SERVICE WORKERS: Includes guards, counter fountain workers, janitors, etc.

ON-THE-JOB TRAINEES:

Production: Persons engaged in formal training for craft worker – when not trained under apprentice programs – operative, laborer and service occupations.

White Collar: Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

SECTION 5 MINIMUM WAGE RATES

New Mexico Department of Workforce Solutions Requirements:

5.1 Public Works Minimum Wage Act. The minimum wages to be paid the various classes of mechanics and laborers engaged by the **Contractor** and subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Director of the Labor and Industrial Division of the Department of Workforce Solutions as provided by the Public Works Minimum Wage Act, Section 13-4-11 NMSA 1978, and in full force and effect, without exception, on the effective date of the Contract and during the lifetime of this Contract.

5.1.1 Payment of Wages. The **Contractor** and each of his subcontractors shall pay each of his employees working under this Contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements or undue inconvenience to the payee.

751.2 Apprentices. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the **Contractor** or any subcontractor shall not exceed the number permitted under the usual practice prevailing between trade unions and employers association of the respective trades or occupations.

5.1.3 Extra Work - Minimum Wage. In case the **Owner** orders the **Contractor** to perform extra work or additional work which may make it necessary for the **Contractor** or any subcontractor under him, to employ in the performance of such Work, any person in any trade or occupation for which no minimum wage rate is specified, the **Owner** will include in the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the Work in such trade or occupation, not less than the minimum wage rate included.

5.1.4 Wage Underpayments and Adjustments. The **Contractor** agrees, in case of underpayment of wages to any worker on the project under this Contract, that the **Owner** may withhold out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the **Owner** may disburse such amount so withheld by it, for and on account of the **Contractor** to the employee to which such amount is due.

A copy of the New Mexico Department of Workforce Solutions Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the **Contractor's** employees at all times on the job.

NOTE: STATE MINIMUM WAGE RATES FOR THIS PARTICULAR PROJECT SHALL BE INSERTED AT THE END OF THIS SECTION UPON RECEIPT FROM THE NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS, LABOR AND INDUSTRIAL DIVISION.

5.1.5 Registration of Contractors. All contractors shall comply with the provisions of Section 13-4-13.1 (NMSA 1978), with regard to Registration of Contractors.

5.2 Public Works Apprenticeship & Training Act. All contractors shall comply with the provisions of Sections 13-4D-1, et seq. (NMSA 1978), with regard to apprenticeship and training contributions and monthly compliance statements to be submitted to the New Mexico Department of Workforce Solutions.

5.3 Payroll Reports. Owner reserves the right to require Contractor to prepare and submit to Owner any and all payroll reports.

MAINTENANCE AGREEMENT

SECTION 14325

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APPENDIX A CONTRACTOR'S PREVENTIVE MAINTENANCE
SCHEDULE/PROCEDURE

SECTION 14325
VERTICAL TRANSPORTATION MAINTENANCE AGREEMENT

This Agreement, between City of Albuquerque hereinafter called "Owner" and _____ hereinafter called "Contractor" shall pertain to the vertical transportation equipment in the following property:

CITY/COUNTY BUILDING
1 CIVIC PLAZA,
ALBUQUERQUE, NM

EQUIPMENT DESCRIPTION:
TWO (2) ESCALATORS

1.01 AGREEMENT INTENT

A. Provide monthly preventive maintenance for the equipment covered by this Agreement to facilitate the following:

1. Consistent safe operation of equipment
2. Maximum operational performance of equipment
3. Maximum beneficial usage of equipment
4. Maximum life cycle of equipment

B. Contractor expressly acknowledges that Owner is relying on Contractor's professional expertise in performance of services to achieve and maintain Agreement intent.

C. For clarification elevators, escalators, moving walks, etc. may be referred to as "units" or "equipment" in this Agreement.

1.02 AGREEMENT TERM

A. Term of this Agreement shall be three (3) years from expiration of warranty maintenance period, and for additional one-year increments thereafter based on the successful performance of this Agreement by the Contractor as determined by the Owner and/or the Owner's third party independent consultant.

1.03 CONTRACTOR SERVICES

A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein.

B. Contractor shall submit a written Maintenance Control Program (MCP) specifically designed for this property defining its planned preventive maintenance procedures to facilitate Agreement intent and "Services" for all equipment included under this Agreement. Routine maintenance procedures shall include any unique or product specific procedures or methods required to inspect or test the equipment. MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests. When accepted by Owner, Contractor's Maintenance Control Program (MCP) shall become Appendix A to this Agreement.

C. Coordinate and follow the directives of Owner with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of this Agreement.

D. Services shall be performed as follows:

1. In conformance with all provisions of this Agreement.
2. In conformance with all legal statutes and code requirements.
3. In conformance with all applicable original equipment manufacturer's specifications.
4. In conformance with the written Maintenance Control Program (MCP).
5. In conformance with Owner's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
6. In conformance with Owners' requirements for cleanup using containers supplied by Contractor.
7. To Owner's satisfaction.
8. By qualified, careful, and efficient employees in conformity with best industry practices.
9. Diligently and in a first class, complete, and workmanlike manner, free of defect or deficiency.
10. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

E. Materials: The term "materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:

1. New.
2. Best quality and suitable for their intended uses.
3. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by Owner in writing.
4. Parts requiring repair shall be rebuilt to "like new" condition.
5. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original manufacturer of equipment to which the lubricant is applied.

6. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to Owner upon installation.
7. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Agreement.
8. Lubricants, cleaning fluids, and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
9. Proration of equipment or materials shall not be allowed.
10. Consideration shall be given in regard to obsolescence of systems, materials, or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.

F. No parts or equipment required by Services may be removed from the Property without written approval of Owner. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor's sole property until installed on the equipment. Expeditiously replenish parts/materials as utilized.

G. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of Owner, Owner's tenants, Owner's employees, Contractor's employees, and other persons on or about Property.

H. Repair, to satisfaction of Owner, any damage to the Property and adjacent areas caused by performance of Services.

I. Additional services:

1. Attendance and assistance at third party annual internal review of escalators.
2. Attendance and assistance to facilitate relamping of architectural lighting in equipment pits.

1.04 CONTRACTOR'S EMPLOYEES

A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.

B. Contractor shall be responsible for the supervision and execution of Services by its

employees.

C. Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion, and discharge of Contractor's employees are the responsibility of the Contractor, who is in all respects the employer and Owner shall have no liability with respect thereto.

D. Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If Owner, in Owner's sole opinion, determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors or subcontractors then at Property, or that such actions or conduct are otherwise detrimental to Owner, then upon receipt of Owner's written notice, Contractor shall immediately provide qualified replacement person(s).

E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Owner. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

1.05 CONTRACTORS HOURS AND MANNER OF WORK

A. Services, except as otherwise noted under this Agreement, including unlimited emergency callback service, shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

B. Response time for callback service:

1. During the hours identified in Item 1.05, A., Contractor shall arrive at Property within sixty (60) minutes from time of notification of equipment problem or failure by Owner.
2. During the hours identified in Item 1.05, A., Contractor shall arrive at Property in response to emergency calls within thirty (30) minutes from time of notification by Owner.
3. After hours, Contractor shall respond to callback service within sixty (60) minutes from the time of notification by Owner.
4. Owner, at its sole discretion, may reduce monthly Agreement amount by \$300/occurrence for Contractor's repeated failure to meet callback response time.

C. Callback is defined as any request for service or assistance by Owner or Owner's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction.

D. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall be suspended until unit is restored to beneficial usage, excluding scheduled equipment repairs.

E. Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the Owner and identified in the MCP, unless removal is necessitated for emergency repair or adjustment. Owner agrees to permit Contractor to remove units from service for a reasonable time during hours identified in Item 1.05, A., to perform Services.

1.06 CONTRACTOR'S EXECUTION OF SERVICES

A. Monthly examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under this Agreement. Consistently maintain machine room(s), pit(s), wellways and equipment in or on these areas in a clean condition. Escalator trusses, drip pans, and internal equipment shall be cleaned annually. During cleaning process, test and adjust all escalator safety switches. Replace all worn parts of escalator and make all necessary adjustments as required to for safe and normal operations.

B. Check and adjust individual operational system(s) at planned intervals in accordance with the MCP to ensure all control circuits and time settings are properly adjusted.

C. Lubricate equipment at intervals recommended by original equipment manufacturer or in accordance with the MCP as dictated by equipment use or adverse environmental conditions.

D. Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine room(s), machinery space(s), and pit(s) shall be painted "deck gray." All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule all painting procedures with Owner.

E. Provide replacement lamps to maintain adequate lighting in escalator machine room, and pit(s).

F. When, as a result of examination or testing of the equipment, Contractor identifies corrective action is required, Contractor shall proceed expeditiously to make required repairs, replacements, and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Owner for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.

G. Services shall be all inclusive with following exclusions only:

1. Installation of new attachments or performance of newly mandated tests

recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to Owner within ten (10) working days of effective date.

2. Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.

3. Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panel(s) in machine rooms.

4. Lamps for normal pit illumination.

5. Failure or fluctuations of property electric power, air conditioning, or humidity control.

6. Ingress by water or other material into machine or pit.

7. Shrinkage, settlement, or movement of building.

8. Escalators: Cleaning, repair, or replacement of Property items such as wellway or machine room walls, finished exterior truss panels, skirt and deck panels, and balustrades damaged by others.

9. Escalators: Cleaning of handrails, step treads and risers, combplates and landing plates.

10. Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible.

1.07 CONTRACTOR COMPLIANCE WITH LAWS

A. Contractor agrees to comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing testing requirements between Agreement requirements and local codes or ordinances, the more stringent requirement shall prevail.

B. Schedule, coordinate, and complete statutory and other equipment tests including, but not limited to:

1. Annual Escalator step/skirt index test.

C. Provide Owner with a minimum of five (5) working days prior notification of tests so a Representative of the Owner may witness all tests. Submit written reports to Owner within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken. Affix and maintain governmental jurisdiction number designation(s) on all unit equipment in the machine room(s) and pit(s).

D. Affix metal tags to the tested devices and provide Owner with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

E. Contractor's failure to execute statutory tests mandated by either national codes or local jurisdictions or regulations within 30 calendar days of required time constraint shall subject Contractor to a \$100.00 per calendar day penalty on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until Owner receives written notification from Contractor of completion of required test. Statutory tests include, but are not limited to, Items 1.07, B., 1. Contractor shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by Owner. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable code or regulatory requirements.

1.08 SPECIAL CONDITIONS

A. Upon arrival and departure from property, all Contractor employees shall report to designated property personnel (location) and manually sign a log book indicating name of person, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., a brief description of work accomplished, including car and/or group designation, and time of departure. Manual log provided by Owner.

B. Conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controller(s). Maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Owner via manual log or web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Owner shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

C. At least quarterly or more often if requested, provide summary and review of all callbacks and unit downtime with Owner. The intent of this review is to minimize callbacks by developing consistent communication between the Contractor and Owner relative to callback trends, unit downtime, and their causes.

D. Maintain Owner's complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades made by Contractor during Agreement term.

Owner shall be allowed to reproduce these “as built” drawings and retain sole possession of these drawings in event Agreement is cancelled. If Agreement is cancelled, Owner will withhold final payment due Contractor until all as built/as modified set(s) of wiring diagrams are delivered to Owner.

E. Equipment manufacturer’s electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by Contractor during the term of this Agreement.

F. Local or National inspection fees in regard to operation of equipment covered by this Agreement shall be paid by the Owner. Fees for re-inspection due to Contractor’s failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.

G. Owner may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Owner.

Contractor agrees:

1. To treat and to obligate Contractor’s employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Owner as confidential.
2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which Contractor may make on behalf of Owner to any person, firm, or corporation or use the same in any manner, whatsoever, without first obtaining Owner’s written approval, except to the extent necessary in connection with performing Services or when required by law.
3. Contractor shall not, in the course of performance of this Agreement or thereafter, use or permit the use of Purchaser’s name or the name of any affiliate of Purchaser, or the name, address, or any picture or likeness of or reference to the Property in any advertising, promotional, or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

1.09 EQUIPMENT PERFORMANCE REQUIREMENTS

A. Equipment performance requirement minimums standard are not the sole criteria for judging Contractor’s performance. Consistent failure to meet the specified performance requirements shall be grounds for cancellation of this Agreement.

B. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBA

C. Escalator Ride Quality:

1. Horizontal acceleration during all riding conditions shall not exceed 10 mg peak to peak in the 1 – 10 range. Measurement ISO804.

2. Deceleration shall be constant and not exceed 3 feet/second² in the down direction under any load condition including brake rated load.

D. Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dBA under any condition. There shall be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by Contractor and Owner that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or related Agreement.

1.10 EQUIPMENT USAGE CRITERIA

A. Mean Time Between Callbacks (MTBCB Penalty):

1. Average MTBCB shall not be less than 90 days for all units covered by this Agreement. If average MTBCB on all covered units falls below 90 days, a lump sum penalty of \$100/unit shall be deducted from the contract amount due Contractor and for each subsequent month in which MTBCB is not achieved.
2. The minimum allowable MTBCB rate shall be 45 days for any individual unit within a property. Penalty for units less than 45 days: \$400.00 per occurrence.

B. Penalty: Contractor's failure to meet unit availability provision for two (2) consecutive three month periods, shall trigger an automatic maintenance audit by Owner's Elevator Consultant on the non-qualifying unit. Contractor agrees to expeditiously take corrective action in regard to identified deficiencies. Further, Contractor acknowledges Owner's right to deduct cost of said audit from amount due Contractor.

C. If this Agreement is renewed beyond its initial term, the penalty provisions shall continue as specified.

1.11 OWNER'S RIGHT TO AUDIT SERVICES

A. Owner reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense.

B. A qualified vertical transportation consultant acceptable to both parties may be retained by Owner to perform audit of Services and mediate disputes.

1.12 AGREEMENT AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

A. During term of this Agreement, Owner shall pay Contractor on or before last day of each and every month the sum of \$_____, including all applicable taxes, for faithful performance of Services completed for prior month subject to the following:

1. Agreement amount shall be subject to review and adjustment at the end of each 12 month period thereafter. 80% of Agreement price shall be adjusted to reflect increase or decrease in labor cost based on the straight time rate of Elevator Mechanics in area wherein equipment covered by this Agreement is located. The remaining 20% shall be adjusted to reflect increase or decrease in material cost based on Producer Price Index for Metals and Metal Products as published by United States Department of Commerce, Bureau of Labor Statistics. Total price escalations shall be limited to a maximum of 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to Owner of pending price adjustment for both labor and material. Initial Agreement base rates are as follows:

Mechanic Labor Rate Including Fringe

Benefits Applicable: \$_____

U. S. Metal Products Index: _____

2. The words "fringe benefits" mean employee benefits granted in addition to direct hourly labor rate, and include but are not limited to accruals for pensions, vacations, paid holidays, group life, and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

3. If straight time work is required, outside scope of Services, hourly rates below apply. If overtime work is required, within the scope of Services, Owner will pay only difference between straight time and overtime labor at hourly rates indicated below. If overtime work is required outside scope of Services, straight time rate plus applicable overtime premium will be basis for hourly charges. Contractor may adjust rates in accordance with Item A. above, labor portion only.

Billing Rates Mechanic Helper Crew

Straight Time \$_____ \$_____ \$_____

Overtime Premium

(1.7 Time)

\$_____ \$_____ \$_____

Overtime Premium

(Double Time)

\$_____ \$_____ \$_____

4. Payment for Services shall not be deemed acceptance of defective, deficient, or nonconforming Services.

1.13 INSURANCE

A. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation naming Indemnified Parties as additional insured. Said policies shall include an endorsement which states that such insurance will not be cancelled or materially changed unless Owner is given thirty (30) days' notice, in writing, of the intention of said insurer to cancel or change any such policy. Contractor's insurance shall be primary to any applicable loss. Contractor may purchase an Owners & Contractors Protective Liability (OCPL) Policy on behalf of the Indemnified Parties. In this case, the OCPL insurance shall be primary to any applicable loss to the Indemnified Parties provided those losses are covered by that policy. Following are minimum insurance coverage requirements:

<u>Type Of Insurance</u>	<u>Coverage Amount</u>
Workers' Compensation And Occupational Disease Statutory Limits Employer's Liability (Including Occupational Disease Coverage)	Statutory Limit
Commercial General Liability, Including Operations, Contractual, And Completed Operations Coverages, Occurrence Basis	\$1,000,000
Combined Single Limit For Bodily Injury And Property Damage Commercial Automobile Liability Covering Owned, Non-Owned And Hired Vehicles Used In The Performance Of The Services	\$1,000,000
Combined Single Limit For Bodily Injury And Property Damage	\$1,000,000

B. Commercial General and Automobile Liability: Contractor shall maintain a policy of property damage and public liability insurance, including automobile coverage which shall protect the Owner against any liability imposed by law for damages, for injury to property or for bodily injuries, including death, suffered or claimed to have been suffered by reason of any direct or indirect negligent act or omission of any employee, servant or agent of the Contractor. The policy shall not have a "Products and Completed Operations" exclusion.

C. Nothing in this Agreement shall be construed to mean that Contractor assumes any liability on account of accidents to persons, or property, except those directly, or

indirectly, due to negligent acts or omissions of Contractor, its employees, subcontractors, servants or agents. Contractor shall not be held responsible or liable for any loss or damage due to any cause beyond its control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or act of God, with the exception of explosion caused by action or inaction of Contractor, its employees, subcontractors, servants or agents which shall be the responsibility of the Contractor. Dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for unavoidable delay.

D. "Force Majeure" under this Agreement shall mean in relation to either party any circumstances beyond the reasonable control of that party (including without limitation any strike, lockout, or other industrial action).

1. If either party is affected by Force Majeure it shall promptly notify the other of the nature and extent of the circumstances in question.
2. Notwithstanding any provision of this Agreement neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of the obligation shall be amended accordingly.
3. If at any time the Contractor claims Force Majeure in respect of the obligations under this Agreement with regard to the supply of the Services, the Owner shall be entitled to obtain from any other person such Services as the Contractor is unable to provide.

1.14 INDEMNIFICATION

A. The Contractor acknowledges that it has reviewed site and equipment conditions covered by this Agreement prior to the date of commencement of this Agreement. The Contractor shall indemnify the Owner against any claims during the Term of this Agreement for adjustment, repair, or replacement of all equipment for which the Contractor is responsible under this Agreement.

B. To extent permitted by law, Contractor shall indemnify, defend, and hold harmless Indemnified Parties from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, penalties, judgments, liens, encumbrances, orders, awards, and costs (including reasonable attorneys' fees, experts' fees, court costs, and other related expenses) (collectively referred to herein as "Claims") which relate to or result wholly or in part from, or are alleged to relate or result wholly or in part from:

1. Services performed or required to be performed by Contractor.
2. Any violation of this Agreement by Contractor.
3. Any action or omission of Contractor outside the scope of this Agreement.

4. Utilization of electronic diagnostic devices/capabilities in performance of Services.

C. Such indemnity and defense obligations shall not apply to the extent such Claims area caused by the negligence or willful misconduct of the party or parties seeking to be indemnified, whether determined by a court of competent jurisdiction with all appeals expired or exhausted, or pursuant to a written settlement and release agreement reasonably approved in writing by Contractor and Owner, and by their respective insurers, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.

D. The term "Indemnified Parties" herein shall mean Owner, and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants and employees of all of the foregoing, and anyone else acting for or on their behalf.

E. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Agreement for one year.

1.15 AGREEMENT CANCELLATION

A. Owner shall have the right to cancel this Agreement at the end of its initial term or at the end of any subsequent term upon ninety (90) calendar day's prior written notice to Contractor. Contractor shall advise the Owner of pending Agreement expiration a minimum of six (6) months in advance.

B. If Contractor violates any provision or fails to properly provide Services required by this Agreement, Owner shall advise Contractor of deficiencies and shall allow Contractor a reasonable period, thirty (30) working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Owner's sole satisfaction. If Contractor fails to comply in allotted time, Owner shall have right to cancel Agreement upon thirty (30) calendar days written notice to Contractor, or Owner, after an additional ten (10) calendar days written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it will reimburse Owner for any expense incurred. Owner shall deduct said expense from any sum owing Contractor. The waiver by Owner of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.

C. If Property is sold or a change of management occurs, this Agreement shall remain in force unless cancelled by Contractor, Owner, upon thirty (30) calendar day's written notice to other party.

D. Owner may choose to modernize all or a portion of vertical transportation units during term of this Agreement. Modernization is defined as replacement of escalator motion and supervisory control systems. If Contractor is considered in compliance with terms of this

Agreement, Contractor shall be one of the Elevator Contractors requested to submit a modernization proposal. If Contractor is not the selected Modernization Contractor, this Agreement shall, upon written notice by Owner to Contractor, be immediately cancelled.

E. If Agreement is cancelled, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to Owner or another Contractor designated by Owner without detriment to rights of Owner or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to Owner all reports, records, as-built wiring diagrams, portable electronic diagnostic devices, access codes, and other materials and documentation related to and required to facilitate Services required by this Agreement. Owner shall withhold payments due Contractor until receipt of required information and devices.

1.16 NOTICES

A. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the parties to Agreement or such other address as the parties may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first-class pre-paid letter, email or facsimile transmission, and shall be deemed to have been served by hand when delivered, if by first class mail forty-eight (48) hours after posting, and if by email or facsimile transmission when dispatched, provided that a confirming copy is sent by first class pre-paid post to the other party at the address specified within twenty-four (24) hours after transmission.

B. Each party will notify the other when they become aware of the death or injury to any person or damage to property arising from the use of the Equipment.

1.17 OWNER'S RESPONSIBILITIES

A. Provide clear, safe, and convenient access to Property and equipment rooms.

B. Maintain lighting, telephone lines to controller terminal(s), equipment room electrical switch gear, and electrical feeders to unit controllers.

C. Prevent storage of Property or other Contractors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.

D. Maintain standby power generator systems and related switch gear and feeders.

E. Maintain equipment rooms, wellways, and pits in code compliant dry condition.

F. During Property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

1.18 PREVIOUS REPRESENTATIONS

A. All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole Agreement between the parties hereto.

1.19 EXTENT OF LAW

A. This Agreement shall be interpreted in accordance with the laws of the State of New Mexico without regard to its conflicts of laws principles and venue for any dispute will only be in the Second Judicial District of the State of New Mexico.

B. TORT CLAIMS ACT CLAUSE: Each party shall be solely responsible for any and all liability arising from personal injury including death or damage to property arising from an act or failure to act of the respective PARTY, its officials, agents, contractors and employees pursuant to this AGREEMENT. Liabilities of each PARTY shall be subject to immunities and limitations of the Tort Claims Act, Section 41-4-1, et seq., N.M.S.A. 1978 and any amendments thereto.

1.20 TIME

A. Time shall be of the essence in the performance of the terms of this Agreement.

1.21 EXECUTION

A. IN WITNESS WHEREOF, the parties have executed this Agreement the date noted below.

CONTRACTOR

OWNER

BY:

TITLE:

DATE:

BY:

TITLE:

DATE:

END OF SECTION

APPENDIX A
CONTRACTOR'S PREVENTIVE MAINTENANCE
SCHEDULE/PROCEDURE
Insert Schedule Here

APPENDIX A

CERTIFICATIONS

AHRO Form CC-2

**CITY OF ALBUQUERQUE
CERTIFICATION OF CONTRACTOR REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
AND NONDISCRIMINATION**

PROJECT NAME: _____
Project No.: _____

The **Contractor** hereby acknowledges and agrees to abide by the Special Provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations and/or requirements of the **Owner** for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Contractor has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in

Employment requirements.

Yes ☐ No ☐

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

Yes ☐ No ☐

The Contractor has filed all compliance reports due under applicable instructions. If answer to this statement is "No", explain in detail on reverse side of this certification.

Yes ☐ No ☐

In addition to submitting the original of this form with the Bid Proposal, Contractor also agrees to submit a copy of this Certification to the **City of Albuquerque Human Rights Office**, Human Resources Department, Room 701, City County Building, One Civic Plaza NW, P.O. Box 1293, Albuquerque, New Mexico 87103.

Company Name of Contractor

Telephone Number

Signature

FAX Number

Printed Name

E-Mail Address

Title

Date

Address:

CERTIFICATION OF AGREEMENT AND INSURANCE

We have reviewed the General Conditions, and all of the Request for Proposal documents, including, but not limited to, the included agreement and additional provisions which are required for RFP ----- and hereby certify that we will, if selected for the project, enter into the standard agreement for this project and to be bound by all of the incorporated terms and conditions listed or incorporated therein.

Offeror agrees that the attached Proposal Security is to become the property of the **Owner**, in the event the Agreement and bonds are not executed within the time specified in this Bid Proposal, as liquidated damages for the delay and additional expenses caused the **Owner**.

Offeror hereby agrees to commence Work under this Contract in accordance with the Notice to Proceed from the **Owner** and to achieve Substantial Completion of the Project as provided in the Contract Documents within **the agreed upon number of** consecutive calendar days after the date Contract Time begins as provided in the Contract Documents.

In addition, Offeror agrees to complete or correct all punch list items attached to the Certificate of Substantial Completion within **the agreed upon number of** consecutive calendar days following the date of Substantial Completion.

As provided above, Offeror further agrees to pay as liquidated damages the amount of \$_____ for each consecutive calendar day beyond the agreed time that Substantial Completion is not achieved and \$_____ for each consecutive calendar day beyond the agreed time that all punch list items are not completed or corrected.

The undersigned, as **Offeror** hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Bid Proposal or in the Contract to be entered into; that this Bid Proposal is made without collusion with any person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Affirmative Action/Equal Employment Opportunity and Nondiscrimination: The **Bidder** hereby agrees if awarded the Contract, to comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements of the Special Provisions and to submit all information and reports required therein.

If requested, by the **Owner**, the Offeror agrees to furnish to the **Owner** all information and data necessary for the **Owner** to determine the ability of the **Offeror** to perform the Work.

This Certification is intended for the use of the City of Albuquerque only, in conjunction with the award of the Request for Proposals for the City-County Escalator Repair and Modernization:

RFP #:

Company Name of Offeror

NM Contractor's License No.

Signature

License Classification(s)

Printed Name

NM Resident Contractor Number (attach
copy of Certificate on back of this page)

Title

NM Dept. of Workforce Solutions
Registration Number

Address:

Date

Telephone Number

FAX Number

E-Mail Address

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The above Certification was subscribed before me, the undersigned authority, by _____, who swore upon oath that this Certification was signed of free act and deed, on this _____ day of _____, (Year).

Notary Public

My Commission Expires:

Addenda:

The **Bidder** acknowledges receipt and incorporation of the following Addenda:

Addendum No.____ Dated_____ Addendum No.____ Dated_____

Addendum No.____ Dated_____ Addendum No.____ Dated_____

Company Name of Offeror

NM Contractor's License No.

Signature

License Classification(s)

Printed Name

NM Resident Contractor Number (attach
copy of Certificate on back of this page)

Title

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO) ss.

The above Certification was subscribed before me, the undersigned authority, by _____, who swore upon oath that this Certification was signed of free act and deed, on this _____ day of _____, (Year).

Notary Public

My Commission Expires:

APPENDIX B
BOND FORMS

PROPOSAL BOND FORM
PERFORMANCE BOND FORM
LABOR AND MATERIAL PAYMENT BOND FORM

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT

_____ as Principal, hereinafter called the Principal, and

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the sum of _____

_____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Proposal dated _____, 20____, for _____, which Proposal is by reference made a part hereof and is hereinafter referred to as the Proposal.

NOW, THEREFORE, the condition of this obligation is such that, if the City shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the City in accordance with the terms of such Proposal, and give such bond or bonds as may be specified in the Request for Proposals with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of this failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____,
20____.

ATTEST:

Principal

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT

_____ as Principal, hereinafter called the Contractor, and

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____

_____ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFP _____, entitled _____, and shall by written agreement enter into a contract with the City described as follows:

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

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

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

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering from the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety

may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a proposal or proposals for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

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

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

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

SIGNED AND SEALED this _____ day of _____,
20____.

ATTEST:

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

_____ as Principal, hereinafter called the Contractor, and _____

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____

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

WHEREAS, the Contractor has submitted a Proposal in response to RFP _____, entitled _____, and shall by written agreement enter into a contract with the City described as follows:

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

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the City and the parties to whom Sections 13-4-18 through 13-4-20 NMSA 1978, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED this _____ day of _____,
20____.

Contractor _____

ATTEST:

By: _____

_____ Title: _____

Surety

ATTEST:

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

This Bond is issued simultaneously with the Performance Bond in favor of the City for the faithful performance of the Contract.

Appendix C
Request for Quotation Form 00310

Elevator Consulting Group QUOTATION FORM
SECTION 00310
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- 1.01 CONTRACTOR'S BASE QUOTATION
- 1.02 ADDENDA
- 1.03 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES
- 1.04 OWNER'S CONSTRUCTION SCHEDULE
- 1.05 CONTRACTOR'S LIST OF SUPPLIERS/SUBCONTRACTORS
- 1.06 SUBMISSION AND ACCEPTANCE OF QUOTATIONS
- 1.07 ALTERNATES
- 1.08 CONTRACTOR SIGNATURE

SECTION 00310
QUOTATION FORM

DATE:

PROJECT: City of Albuquerque, NM
City/County Building, Albuquerque, NM

SUBMITTED BY:

Name of CONTRACTOR
CONTRACTOR'S Representative
CONTRACTOR'S Representative Telephone Number
Telephone Number
Street Address
City State Zip Code

TO:	City of Albuquerque, NM
Address:	One Civic Plaza, Room B2078
City, State Zip:	Albuquerque, NM 87102
Attn:	Mr. Jay Rodecap
CC:	Lerch Bates Inc.
Address:	8611 N. Black Canyon Hwy., Suite 106
City, State Zip:	Phoenix, AZ 85021
Attn:	Tom Ford

GENERAL

1.01 CONTRACTOR'S BASE QUOTATION

A. Having examined documents prepared by Lerch Bates Inc. dated September 10, 2012, and having reviewed site conditions, applicable codes, taxes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents for the sum of:

_____.

Item: 1 Modernize Escalators No. 1 & 2:

Section: 14310

Dollars \$ _____

B. MAINTENANCE

1. 12-Month Warranty Preventive Maintenance: Amount included in base quotation

Item A., 1 above.

Dollars \$ _____

Total Included in Item A.

Escalators: No. 1 & 2 \$ /Month

NOTE: Owner reserves the right to pay warranty maintenance cost in a lump sum or on a monthly basis during period maintenance is actually performed.

2. Contract Maintenance: We agree to provide continuing preventive maintenance as required by Owner's 5-year contract included with these specifications Section 14325 at a charge per month as follows:

Escalators: No. 1 & 2 \$ _____ /Month

NOTE: Contract preventive maintenance shall commence at the completion of the one year warranty maintenance program.

C. Enter a cost figure for all pricing requested. Failure to comply, subjects quotation to disqualification.

D. Undersigned affirms that quotations provided represent entire cost including site conditions, code requirements, drawings, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry or this project except as expressly allowed in Owner's maintenance contract specification Section 14325.

1.02 ADDENDA

Undersigned acknowledges receipt of Addendum No. ____ through ____.

1.03 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

A. Undersigned has enclosed the following (Check YES or NO):

1. Separate letter containing any "Qualification" related to its Quotation. __YES__ NO

1.04 OWNER'S CONSTRUCTION SCHEDULE

A. Undersigned submits the following completion schedule for the project:

UNIT START WORK DATE _____ COMPLETION DATE _____
Escalator No. 1 & 2

Note: Start work date is date existing unit is removed from service for modernization.

1.05 CONTRACTOR'S LIST OF SUPPLIERS/SUBCONTRACTORS

A. The undersigned Contractor will utilize the following suppliers/subcontractors for major components of work and submits these firms for approval. Upon acceptance of these Suppliers/Sub-Contractors by Owner/Consultant, no substitutions shall be made without written approval of Consultant. Substitutions must comply with the Subcontractor's Fair Practices Act 1978 NMSA § 13-4-31 et seq.

Suppliers/Subcontractor Name	County	Component/Type of Work	Amount
------------------------------	--------	------------------------	--------

(Use back of page if necessary)

1.06 SUBMISSION AND ACCEPTANCE OF QUOTATIONS

A. Undersigned Contractor agrees to Owner's right to reject any and all quotations without explanation.

B. Undersigned Contractor declares that preparation and submission of quotations herein contained do not obligate Owner or Consultant in any way.

C. Undersigned Contractor agrees and understands that Owner assumes no obligation to enter into a Contract.

1.07 ALTERNATES

A. State net sum to be added to or deducted from Stipulated Sum (Base Quotation) in event any Alternate Quotation is accepted.

B. Submit Alternate Quotations below.

C. Owner reserves right to accept or reject any or all Alternates.

D. Provide lump sum price for all alternates as described below and in Section 01030, Alternates.

1.08 CONTRACTOR SIGNATURE

DATE: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

NAME OF FIRM: _____

STATE LICENSE NO.: _____

LEGAL ADDRESS: ORGANIZED AS A (MARK ONE):

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

UNDER STATE LAW OF _____

TELEPHONE: _____

(SEAL)

END OF SECTION

Appendix D
Wage Decision

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

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

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) to Labor Relations Division within 3 (Three) days of this project being awarded.

General Contractor

- Provide to Labor Relations Division within 3 (Three) days a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages.
- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the owner/contracting agency.
- NM Apprenticeship and Training Fund payments are to be paid to either an approved Apprenticeship program or to the Labor Relations Division.
- The Wage Rate poster must be displayed at the job site in an easily accessible place.
- When a project has been completed, Affidavits of Wages Paid (AWP) need to be sent to the Labor Relations Division.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the General Contractors.
- NM Apprenticeship and Training Fund payments must be paid to either an approved Apprenticeship program or the Labor Relations Division.

"AN EQUAL OPPORTUNITY EMPLOYER"

Type "B" - GENERAL BUILDING Effective January 1, 2012

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.20	
Boilermaker	18.40	3.75	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.85	6.05	\$0.74	
Carpenter/Lather	20.85	6.25	\$0.36	
Cement Mason	17.72	7.45	\$0.34	
Electricians				
Outside Classifications				
Groundman	22.32	8.62	\$0.36	
Equipment Operator	25.14	8.62	\$0.36	
Lineman/Tech	25.73	8.62	\$0.36	
Cable Splicer	25.91	8.62	\$0.36	
Inside Classifications				
Wireman/Technician	27.60	8.05	\$0.37	Refer to Note 1
Cable Splicer	29.53	8.05	\$0.37	
Sound Classifications				
Installer	23.39	8.31	\$0.24	
Technician	24.94	8.31	\$0.24	
Soundman	27.01	8.31	\$0.24	
Elevator Constructor	33.61	14.59	\$0.24	
Elevator Constructor Helper	15.55	3.05	\$0.25	
Glazier	20.15	4.15	\$0.35	
Ironworker	25.00	10.00	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	3.88	\$0.36	
Paper Hanger	19.71	8.42	\$0.36	
Drywall Finisher/Taper	19.64	3.91	\$0.34	
Plasterer	16.65	7.15	\$0.35	
Plumber/Pipefitter	26.30	11.00	\$0.63	Refer to Note 3
Roofer	15.18	0.90	\$0.54	
Sheetmetal Worker	26.58	13.41	\$0.45	Refer to Note 4
Soft Floor Layer	20.74	4.40	\$0.35	
Sprinkler Fitter	24.41	11.27	\$0.28	
Tile Setter	14.60	1.20	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	
Laborers				
Group I	15.04	4.25	\$0.27	
Group II	15.61	4.25	\$0.27	
Group III	15.91	4.25	\$0.27	
Group IV	16.01	4.25	\$0.27	
Group V	16.21	4.25	\$0.27	
Group VI	16.36	4.25	\$0.27	
Operators				
Group I	26.03	5.16	\$0.50	
Group II	29.07	5.16	\$0.50	
Group III	29.15	5.16	\$0.50	
Group IV	29.21	5.16	\$0.50	
Group V	29.27	5.16	\$0.50	
Group VI	29.37	5.16	\$0.50	
Group VII	29.47	5.16	\$0.50	
Group VIII	30.55	5.16	\$0.50	
Truck Drivers				
Group I	20.58	5.34	\$0.55	
Group II	20.68	5.34	\$0.55	
Group III	20.76	5.34	\$0.55	
Group IV	20.88	5.34	\$0.55	
Group V	20.93	5.34	\$0.55	
Group VI	21.03	5.34	\$0.55	
Group VII	21.13	5.34	\$0.55	
Group VIII	21.27	5.34	\$0.55	
Group IX	21.42	5.34	\$0.55	

NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

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

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

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

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

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

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS
BUREAU**

QUESTIONS?? Call OR E-mail:

Patricia Barela @ (505) 841-4409 OR patricia.barela@state.nm.us or
Kim Kew @ (505) 841-4405 OR kim.kew@state.nm.us
fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Municipal Development	Bernalillo	10/25/12	BE-12-1787 B
		Expires for Bids	
Type of Construction: B		02/22/13	
Description of Work: Repair, Mod & Maint of Escalators in City/County Bldg repair, modification, installation & maintenance of two escalators			
<u>REMINDER to those preparing BID documents:</u> If bids are not opened by the above “Expires for Bids” date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-4409 to check status of new wage rates.			

NOTICES

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of

the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

New Mexico Department of Workforce Solutions
Public Works Bureau

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

Kim Kew (505) 841-4405 Patricia Barela (505) 841-4409 Email to: public.works@state.nm.us or fax to: (505) 841-4423

*Wage Decision # **BE-12-1787 B***
NOTIFICATION OF AWARD (NOA)

Description and Location of Work: Repair, Mod & Maint of Escalators in City/County Bldg
repair, modification, installation & maintenance of two escalators

City of Albuquerque

Bernalillo County

1 Civic Plaza NW

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

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the GENERAL/PRIME CONTRACTOR. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2nd tier subcontractors) and fax or mail it to the address above. If the project is canceled, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

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

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

Telephone: _____
Fax: _____

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

Approximate Date Work to
Start: _____

Estimated Completion
Date: _____

Estimated Cost of
Project: _____

Bid _____ Opening
Date: _____

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for Contracting Agency (or agent)

Printed Name _____

Date _____

8/10/07

SUBCONTRACTOR LIST

Do NOT list suppliers or professional services (such as surveyors)

INCLUDE individual subcontractor dollar amount for project

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

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

Wage Dec. # BE-12-1787 B

General

Contractor: _____

Company

Name: _____

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

E-Mail Address: _____ License No.: _____

Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____

(To Whom)

(To Whom)

Work to be performed: _____ Amount (\$): _____

Company

Name: _____

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

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom)

(To Whom)

Work to be performed: _____ Amount (\$): _____

Company

Name: _____

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

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2^{ne} TIER _____ 3rd
TIER _____

(To Whom)

(To Whom)

Work to be performed: _____ Amount (\$): _____

Company

Name: _____

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

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom)

(To Whom)

Work to be performed: _____ Amount (\$): _____

Company

Name: _____

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

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom)

(To Whom)

Work to be performed: _____ Amount (\$): _____

Company

Name: _____

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

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2^{ne} TIER _____ 3rd
TIER _____

(To Whom)

(To Whom)

Work to be performed: _____ Amount (\$): _____

Repair, Mod & Maint of Escalators in City/County Bldg : Wage Decision # BE-12-1787 B
repair, modification, installation & maintenance of two escalators

Type "B" - GENERAL BUILDING		Effective January 1, 2012		
Trade Classification			Apprenticeship	Subsistence & Incentive Rates
	Base Rate	Fringe Rate		
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.20	
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Bricklayer/Blocklayer/Stonemason	22.85	6.00	\$0.74	
Carpenter/Lather	20.86	6.25	\$0.36	
Cement Mason	17.72	7.45	\$0.34	
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Equipment Operator	25.14	8.62	\$0.36	
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Cable Splicer	26.91	8.62	\$0.36	
Inside Classifications				
Wireman/Technician	27.80	8.06	\$0.37	Refer to Note 1
Cable Splicer	29.53	8.06	\$0.37	
Sound Classifications				
Installer	23.39	8.31	\$0.24	
Technician	24.94	8.31	\$0.24	
Soundman	27.01	8.31	\$0.24	
Elevator Constructor	33.61	14.99	\$0.24	
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Sprinkler Fitter	24.41	11.27	\$0.28
Tile Setter	14.80	1.20	\$0.00
Tile Setter Helper	13.00	1.02	\$0.00

Laborers

Group I	15.04	4.25	\$0.27
Group II	15.61	4.25	\$0.27
Group III	15.91	4.25	\$0.27
Group IV	16.01	4.25	\$0.27
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Group IV	29.21	5.16	\$0.50
Group V	29.27	5.16	\$0.50
Group VI	29.37	5.16	\$0.50
Group VII	29.47	5.16	\$0.50
Group VIII	30.55	5.16	\$0.50

Truck Drivers

Group I	20.56	5.34	\$0.55
Group II	20.68	5.34	\$0.55
Group III	20.76	5.34	\$0.55
Group IV	20.88	5.34	\$0.55
Group V	20.93	5.34	\$0.55
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Group VII	21.13	5.34	\$0.55
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