

**CITY OF ALBUQUERQUE**

**REQUEST FOR BID**

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR

REQUEST NUMBER: RFB2008-003-BH  
TITLE: INTERIOR RENOVATIONS AT ATC  
OPENING DATE: JULY 11, 2007 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

BERNICE HUGHES, SENIOR BUYER, (505)768-3339  
CITY OF ALBUQUERQUE PURCHASING OFFICE  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

**THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:**

**OFFICE OF THE CITY CLERK  
CITY OF ALBUQUERQUE  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103**

**HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.**

**OFFERS WILL BE RECEIVED UNTIL 1:30 PM JULY 11, 2007**

**NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.**

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
7TH FLOOR CONFERENCE ROOM  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO

PAGE 2  
GENERAL INFORMATION AND REQUIREMENTS  
REQUEST NUMBER: RFB2008-003-BH

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- \_\_\_\_\_ OFFEROR COMPLIANCE FORM  
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- \_\_\_\_\_ PRICING DETAIL FORM(S)  
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- \_\_\_\_\_ OFFEROR COMMENTS FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- \_\_\_\_\_ LOCAL PREFERENCE CERTIFICATION FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE PREFERENCE.

PAGE 3  
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2008-003-BH  
OPENING DATE: JULY 11,2007

FOR FURTHER INFORMATION  
CALL BERNICE HUGHES  
AT (505)768-3339

DELIVERY DATE: \_\_\_\_\_  
(PLEASE SPECIFY)

FOB POINT: TRANSIT

REQUISITION P55859A

ALBUQUERQUE, NM

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND 0%

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:  
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: \_\_\_\_\_%

30 CALENDAR DAYS: \_\_\_\_\_%

OTHER: \_\_\_\_ CALENDAR DAYS: \_\_\_\_\_%

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED.

LOCAL PREFERENCE REQUESTED: MFG? \_\_\_\_\_ BUSINESS? \_\_\_\_\_

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION.

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: \_\_\_\_\_ MFG? \_\_\_\_\_  
BUSINESS? \_\_\_\_\_

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS , CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT OR TYPE)

COMPANY NAME: \_\_\_\_\_ EIN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.  
TO ACCESS FORMS VISIT [WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML](http://WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML).

PAGE 4  
 PRICING DETAIL FORM  
 REQUEST NUMBER: RFB2008-003-BH

| GROUP NO. | ITEM NO. | QUANTITY/UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|----------|---------------|------------------|------------|-------------|
|-----------|----------|---------------|------------------|------------|-------------|

|       |   |         |   |       |       |
|-------|---|---------|---|-------|-------|
| ***** |   |         |   |       |       |
|       |   |         | IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING: INTERIOR RENOVATIONS AND INSTALLATION OF OUTDOOR FURNITURE AT THE ALVARADO TRANSPORTATION CENTER. THIS CONTRACT WILL BE FOR A PERIOD OF ONE YEAR. THERE WILL BE NO EXTENSIONS OFFERED. |       |       |
|       | 1 | 1.00 EA | INTERIOR RENOVATIONS AND INSTALLATION OF OUTDOOR FURNITURE AT ALVARADO TRANSPORTATION CENTER.   | _____ | _____ |
| ***** |   |         |   |       |       |

YOUR BID PRICE SHOULD INCLUDE ALL TAXES, COSTS FOR BONDS, PERMITS. TECHNICAL QUESTIONS SHOULD BE ADDRESSED TO AILENE O'BRYNE, PROJECT ARCHITECT AT (505) 821-0235 OR AOBYRNE@GREER-STAFFORD.COM. FOR QUESTIONS REGARDING THIS RFB CONTACT BERNICE HUGHES AT BHUGHES@CABQ.GOV.

\*\*\*\*\*LAST ITEM REQUESTED\*\*\*\*\*

SPECIFICATIONS FOR INTERIOR RENOVATIONS  
RFB 2008-003-BH

1. Mandatory Pre-Bid Conference will be held at the Alvarado Transportation Center on June 27, 2007 at 1:30 p.m.
2. All contractors submitting offers must have the appropriate State of New Mexico Contractor's License(s) which are required for this type of work.

Indicate your NM Contractor's License Number(s) below:

NM# \_\_\_\_\_

NM# \_\_\_\_\_

3. Previous work references may be required of the offerors during the bid evaluation.
4. A copy of your Insurance Certificate should be included in your bid packet.
5. Bid Bond, Performance Bond and Labor & Materials Bond should be included in your bid packet.
6. Enter your Federal Tax ID Number. EIN# \_\_\_\_\_
7. Copy of drawings may be obtained at Mesa Reprographics, 5901 Lomas Blvd. N.E. Albuquerque, NM 87110, (505) 262-2046.
8. Copy of Mandatory Pre-bid Meeting sign-in sheet

CERTIFICATE OF MANDATORY PRE-BID MEETING  
CONFERENCE ATTENDANCE  
FOR INTERIOR RENOVATIONS FOR  
ALVARDO TRANSPORTATION CENTER  
RFB2008-003-BH

SITE MEETING : 06/27/2007 AT 1:30 PM M.S.T.

LOCATION: ALVARDO TRANSPORTATION CENTER  
300 FIRST STREET S.W.  
ALBUQUERQUE, NM 87102

FAILURE TO SUBMIT (WITH YOUR BID RESPONSE) A SIGNED COPY OF THIS CERTIFICATE WILL CAUSE YOUR RFB RESONSE TO BE CONSIDERED NON-RESPONSIVE FOR THIS PROCUREMENT.

**VENDOR**

**CITY REPRESENTATION**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Required Federal Language**  
**Equipment Contract Clauses & Certifications**  
*(Except Bus Buys)*  
**April 24, 2007**

1. **Fly America.** The Contractor shall comply with 49 U.S.C. 40118 (The "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use US Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless traveled by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements in this section in all subcontracts that may involve international air transportation.

2. **Buy America.** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor must submit the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. (See Attachment A.)

3. **Cargo Preference.** The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels

4. **Energy Conservation Requirements.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. **Clean Water Requirements.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. **Prohibition Against Use of Federal Funds for Lobbying.** Neither the Contractor nor any subcontractor may use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. Certification of Restrictions on Lobbying is required. (See Attachment B.)

7. **Access to Records and Reports.** The Contractor shall comply with all requirements of 49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17. The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives

access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

8. **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. **Recycled Products.** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. **Davis Bacon and Copeland Anti-Kickback Acts.** The Contractor shall comply with the requirements of 29 CFR Part 3 and Part 5, which are incorporated by reference in this Contract.

12. **No Government Obligations to Third Parties.** The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. **Program Fraud and False or Fraudulent Statements and Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14. **Debarment and Suspension.** The Contractor shall provide certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension

(Nonprocurement),” 49 C.F.R. Part 29, and otherwise comply with the requirements of those regulations (see Attachment C).

**15. Privacy Act.** The Contractor agrees to comply will all applicable terms in the Privacy Act of 1974; will notify the government when the Contractor anticipates operating a system of records on behalf of the government in order to implement the proposal if such system contains information about the individuals retrievable by the individual’s name or other identifier; and will include in any subcontract the Privacy Act notifications above.

**16. Civil Rights Compliance.** Acceptance of offer 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 relating to the enforcement of civil rights. Offeror additionally certifies to abide by and cooperate in the implementation of the policies and practices set forth in the City Affirmative Action Plan. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

**17. Breaches and Dispute Resolution.** Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of the City of Albuquerque. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Albuquerque. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Albuquerque shall be binding upon the Contractor and the Contractor shall abide by the decision.

**18. Disadvantaged Business Enterprise.** The City of Albuquerque Transit Department is committed to a Disadvantaged Business Enterprise program for the participation of Disadvantaged Business Enterprise (DBEs) in Transit Department contracting opportunities in accordance with 49 Code of Federal Regulations Part 26 (49 CFR Part 26), effective March 26, 1999. A DBE is a for-profit, small business concern; 1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. City of Albuquerque Transit Department has set a goal of 5% certified Disadvantaged Business Enterprise participation for this request for proposal. A list of certified Disadvantage Business Enterprises can be obtained from the New Mexico State Highway and Transportation Department, Office of Equal Employment Opportunity Programs, P.O. Box 1148, Santa Fe, New Mexico 87504-1148.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U. S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

**19. Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.

**20. Incorporation of Federal Transit Administration (FTA) Terms.** All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the FTA terms and conditions.

**21. Seismic Safety Requirements.** The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**22. Prompt Payment Mechanisms.** The contractor agrees to pay subcontractors for satisfactory performance of their contracts no later 30 days from receipt of each payment that the grantee makes to the prime contractor as required by Federal Regulation 49 CFR Part 26.29.

ATTACHMENT A  
CERTIFICATION OF BUY AMERICA

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

ATTACHMENT B  
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on  
(name and title of official)

behalf of \_\_\_\_\_ that;  
(name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement resulting from this RFP shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

ATTACHMENT C  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

THE CONTRACTOR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. sub-section 3801 ET SEQ. ARE APPLICABLE THERETO.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

General Decision Number: NM070001 06/01/2007 NM1

Superseded General Decision Number: NM20030001

State: New Mexico

Construction Types: Building and Heavy

Counties: New Mexico Statewide.

STATEWIDE - EXCLUDING EDDY AND LEA COUNTIES FOR BUILDING CONSTR. GENERAL BUILDING AND HEAVY ENGINEERING CONSTRUCTION shall include the construction, alteration, repair and demolition of buildings, including office buildings, warehouses, industrial and commercial buildings, institutional and public buildings, and all air conditioning, conduit, heating and other mechanical and electrical works and site preparation for building or heavy engineering projects under this classification, stadia; and shall include electrical, gas, water, sewer lines, and other such utility construction which are part of projects under this classification and include within the property line or less than five (5) feet from the building or heavy engineering structure, whichever is closer, provided, however, regard to electrical utilities such construction shall include construction from the first attachment of incoming power source without regard to the property line or proximity to the building or the heavy engineering structure; and include construction, alteration, repair and demolition of heavy engineering work such as power generating plants, pump stations, natural gas compressing stations; covered reservoirs and covered sewage and water treatment facilities concrete linings for canals, ditches and channels; concrete dams; earth dams of one million (1,000,000) cubic yards or over; radio towers, ovens, furnaces, kilins, silos, shafts and tunnels (other than highway shafts and tunnels), hydro-electric projects; and well drilling, telephone and electrical transmission lines which are part of GENERAL BUILDING AND HEAVY ENGINEERING PROJECTS: mining appurtenances such as tripples, washeries and loading and discharging chutes, and specialized structures for testing, launching and recovering space and other rocket-type missiles.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 02/09/2007       |
| 1                   | 02/16/2007       |
| 2                   | 03/09/2007       |
| 3                   | 04/06/2007       |
| 4                   | 06/01/2007       |

ASBE0066-003 03/01/2006

CURRY, HARDING, LEA, QUAY, ROOSEVELT & UNION

Rates

Fringes

Asbestos Workers/Insulator  
(Includes application of all  
insulating materials,  
protective coverings,

coatings and finishings to  
 all types of mechanical  
 systems and asbestos removal)....\$ 18.38 6.85

-----  
 \* ASBE0076-001 01/01/2007

STATEWIDE, EXCLUDING CURRY, HARDING, LEA, QUAY, ROOSEVELT &  
 UNION

|  | Rates | Fringes |
|--|-------|---------|
| Asbestos Workers/Insulator<br>(Includes application of all<br>insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems and asbestos removal)....\$ 25.73 |       | 9.23    |
| Asbestos Workers/Insulator<br>LOS ALAMOS COUNTY.....\$ 27.92   |       | 9.23    |

-----  
 BOIL0627-001 10/01/2006

STATEWIDE, EXCLUDING BERNALILLO, CIBOLA, MCKINLEY, RIO ARRIBA,  
 SANDOVAL AND SOCORRO

|                          | Rates | Fringes |
|--------------------------|-------|---------|
| BOILERMAKER.....\$ 25.72 |       | 18.02   |

-----  
 BRAZ0003-015 06/01/2006

|   | Rates | Fringes |
|---|-------|---------|
| Bricklayer (Bricklayer, Stone<br>& Marble Mason,<br>Pointer/Caulker).....\$ 21.25 |       | 5.75    |

-----  
 BRAZ0003-016 04/01/2006

|  | Rates | Fringes |
|--|-------|---------|
| Mosaic & Terrazzo Worker,<br>Tile Layer.....\$ 17.35 |       | 5.75    |

-----  
 CARP0092-001 06/01/2006

|   | Rates | Fringes |
|---|-------|---------|
| Carpenters: (Including<br>Lathers and Piledrivermen).....\$ 20.86 |       | 6.62    |

-----  
 CARP2834-005 06/01/2005

|                         | Rates | Fringes |
|-------------------------|-------|---------|
| Millwright.....\$ 24.00 |       | 5.51    |

\* ELEC0583-001 06/01/2007

|               | Rates    | Fringes    |
|---------------|----------|------------|
| Cable Splicer |          |            |
| Zone 1.....   | \$ 19.09 | 4,25%+5.55 |
| Zone 2.....   | \$ 21.04 | 4.25%+5.55 |
| Electrician   |          |            |
| Zone 1.....   | \$ 19.09 | 4.25%+5.55 |
| Zone 2.....   | \$ 21.04 | 4.25%+5.55 |

Zone 1: The area within a 25 mile radius from the downtown Post Office in El Paso, TX. Ft Bliss and Biggs Field proper to be included in this free zone. The area within a 15 mile radius from the Post Office in Las Cruces, NM and within a 5 mile radius from the Post Office in Alamogordo, Deming and Lordsburg. The area 10 miles East and 10 miles West of Interstate 10 between El Paso, Texas and Las Cruces NM.

Zone 2: Dona Ana, Otero, Luna and Hidalgo Counties (except that area in Zone 1).

-----  
ELEC0611-001 07/03/2006

COMMERCIAL LINE WORK (also applies to switching stations and substations adjacent to power plants)

|   | Rates    | Fringes  |
|---|----------|----------|
| Line Construction - Cable Splicer   |          |          |
| Los Alamos County.....  | \$ 31.56 | 23%+4.75 |
| Remainder of State.....   | \$ 30.66 | 23%+4.75 |
| Line Construction: Equipment Mechanic (includes helicopter operator and mechanic) |          |          |
| Los Alamos County.....  | \$ 24.39 | 23%+4.75 |
| Remainder of State.....   | \$ 23.69 | 23%+4.75 |
| Line Construction: Groundman-Jackhammer   |          |          |
| Los Alamos County.....  | \$ 17.70 | 23%+4.75 |
| Remainder of State.....   | \$ 17.70 | 23%+4.75 |
| Line Construction: Lineman/Line Technician  |          |          |
| Los Alamos County.....  | \$ 28.69 | 23%+4.75 |
| Remainder of State.....   | \$ 27.87 | 23%+4.75 |
| Line Construction: Powderman  |          |          |
| Los Alamos County.....  | \$ 23.81 | 23%+4.75 |
| Remainder of State.....   | \$ 23.13 | 23%+4.75 |

-----  
ELEC0611-002 01/01/2007

Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Grant, Guadalupe, Harding, Lincoln, McKinley, Mora, Quay, Rio Arriba, Roosevelt, San Juan, San Miguel, Sandoval, Santa Fe, Sierra, Socorro, Taos, Tarrant, Union and Valencia Counties

|               | Rates    | Fringes |
|---------------|----------|---------|
| Cable splicer |          |         |
| Zone 1.....   | \$ 28.93 | 4%+7.80 |
| Zone 2.....   | \$ 31.30 | 4%+7.80 |
| Zone 3.....   | \$ 32.88 | 4%+7.80 |
| Zone 4.....   | \$ 35.77 | 4%+7.80 |
| Electrician   |          |         |
| Zone 1.....   | \$ 26.30 | 4%+7.80 |
| Zone 2.....   | \$ 28.67 | 4%+7.80 |
| Zone 3.....   | \$ 30.25 | 4%+7.80 |
| Zone 4.....   | \$ 33.14 | 4%+7.80 |

Basic Wage Rates

City and Miles From Main Post Office

- Albuquerque - 40 miles
- Belen - 12 miles
- Carrizozo - 12 miles
- Clovis - 12 miles
- Espanola - 14 miles
- Farmington - 6 miles
- Gallup - 10 miles
- Las Vegas - 8 miles
- Los Lunas - 12 miles
- Portales - 12 miles
- Raton - 6 miles
- Roswell - 12 miles
- Ruidoso - 12 miles
- Santa Fe - 10 miles
- Tucumcari - 6 miles

Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE.

Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE.

Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE.

FOR ESTABLISHING THE OUTLYING ZONES FROM THE ALBUQUERQUE FREE ZONE ONLY, ZONE 2 SHALL EXTEND UP TO TEN (10) MILES BEYOND ZONE 1, ZONE 3 SHALL EXTEND UP TO TWENTY (20) MILES BEYOND ZONE 1, AND ZONE 4 ANYTHING BEYOND TWENTY (20) MILES FROM ZONE 1.

---

ELEC0611-003 01/01/2007

Los Alamos County

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Cable splicer..... | \$ 32.88 | 4%+7.80 |
| Electrician.....   | \$ 30.25 | 4%+7.80 |

---

ELEC0611-004 01/01/2007

HEAVY CONSTRUCTION

Eddy and Lea Counties

|               | Rates    | Fringes |
|---------------|----------|---------|
| Cable splicer |          |         |
| Zone 1.....   | \$ 27.23 | 4%+7.80 |
| Zone 2.....   | \$ 27.68 | 4%+7.80 |
| Zone 3.....   | \$ 27.83 | 4%+7.80 |
| Zone 4.....   | \$ 28.08 | 4%+7.80 |
| Electrician   |          |         |
| Zone 1.....   | \$ 24.75 | 4%+7.80 |
| Zone 2.....   | \$ 25.20 | 4%+7.80 |
| Zone 3.....   | \$ 25.35 | 4%+7.80 |
| Zone 4.....   | \$ 25.60 | 4%+7.80 |

ZONE 1 DISPATCH POINTS

- Artesia - 12 miles
- Carlsbad - 12 miles
- Hobbs - 12 miles
- Lovington - 12 miles

Zone 1 shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs and Lovington, New Mexico.

Zone 2 extending up to ten (10) miles beyond Zone 1.

Zone 3 extending up to twenty eight (28) miles beyond Zone 1.

Zone 4 anything beyond twenty-eight (28) miles beyond Zone 1.

-----  
 ELEV0131-001 01/01/2005

|                      | Rates     | Fringes  |
|----------------------|-----------|----------|
| Elevator Constructor |           |          |
| Mechanic.....        | \$ 28.295 | 12.015+a |

FOOTNOTE: a. Under 5 years service 6%; over 5 years service 8%. 8-Paid Holidays: New Years Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thansksgiving Day, Friday after Thanksgiving Day, Christmas Day.

-----  
 ENGI0953-003 04/01/2006

HEAVY CONSTRUCTION

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| ZONE 1                   |          |         |
| GROUP I.....             | \$ 16.32 | 5.05    |
| GROUP II.....            | \$ 17.71 | 5.05    |
| GROUP III.....           | \$ 17.86 | 5.05    |
| GROUP IV.....            | \$ 18.07 | 5.05    |
| GROUP V.....             | \$ 18.13 | 5.05    |
| GROUP VI.....            | \$ 18.27 | 5.05    |
| GROUP VII.....           | \$ 18.39 | 5.05    |
| GROUP VIII.....          | \$ 19.83 | 5.05    |

|                 |          |      |
|-----------------|----------|------|
| ZONE 2          |          |      |
| GROUP I.....    | \$ 18.82 | 5.05 |
| GROUP II.....   | \$ 20.21 | 5.05 |
| GROUP III.....  | \$ 20.36 | 5.05 |
| GROUP IV.....   | \$ 20.57 | 5.05 |
| GROUP V.....    | \$ 20.63 | 5.05 |
| GROUP VI.....   | \$ 20.77 | 5.05 |
| GROUP VII.....  | \$ 20.89 | 5.05 |
| GROUP VIII..... | \$ 22.33 | 5.05 |
| ZONE 3          |          |      |
| GROUP I.....    | \$ 20.32 | 5.05 |
| GROUP II.....   | \$ 21.71 | 5.05 |
| GROUP III.....  | \$ 21.86 | 5.05 |
| GROUP IV.....   | \$ 22.07 | 5.05 |
| GROUP V.....    | \$ 22.13 | 5.05 |
| GROUP VI.....   | \$ 22.27 | 5.05 |
| GROUP VII.....  | \$ 22.39 | 5.05 |
| GROUP VIII..... | \$ 23.83 | 5.05 |

SHAFT AND TUNNEL WORK - \$.15 per hour above regular rate.

HAZARDOUS PAY - The following pay shall be applicable for every hour an operating engineer is required by governmental regulations and does wear special equipment for hazardous work at the designated levels. This is applicable in all three zones

LEVEL C - 10% above regular hourly wage

LEVEL B - 10% above regular hourly wage

LEVEL A - 15% above regular hourly wage

ZONE PAY The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (the Big "I") in Albuquerque.

ZONE I - Albuquerque - 0 to 50 mile radius from the Big "I" shall be a Free Zone  
 - Farmington - 0 to 15 mile radius of Farmington City Hall shall be a Free Zone

Zone II - Shall be \$2.50 per hour above base pay. Will apply outside of above parameters up to 35 miles

Zone III - Shall be \$1.50 cents per hour above Zone II for a total of \$4.00 per hour and will apply after 35 miles of Zone I's parameters.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP I Fireman, Oiler Screedman, Scale Operators, Rubber Tired farm type tractor, tractors under 50 hp w/o attachments, Breakman, Concrete Paving Curbing Machine (Bridge-Type).

GROUP II Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer, Concrete Conveyor, Service Truck operator, Air compressor (315 CFM & Over), Pumps (6" & Over), Screening

plants, Concrete Mixers (Under 1 CY), Concrete Saw or grinder-span type, 1 Drum Hoist (tugger), Air Tugger, Elevating Belt Type Loaders, Forklift, Lumber Stacker, Tractor Farm Type (under 50 HP w/Attachments), Motorman and Industrial Locomotive operator, Winch Truck, Front End Loaders (under 2 CY), Power Plants which Generate Over 15 KW, Welding Machines.

GROUP III Bituminous Distributors, Boilers, Retort & Hot Oil Heaters, Concrete Mixers, (1 CV & Over), Conc. Paver-Single Drum, Drilling Equip., Motor Grader (rough), Shaft and Tunnel Equipment: (Refrigeration, slusher, jumbo forms), Trenching Machines (all types), Pump crete and gunite machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Space Heaters, Bituminous Finishing Machines, Water Carrier (all types), Concrete Cleaning Decontamination Machine Operator, Horizontal Directional Drill Locator.

GROUP IV Front End Loaders (2 thru 10 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders Self-Propelled Rollers - Equipped W/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 pushers (35 cents over basic rate), Three bowl scrapers (60 cents over basic rate), Backhoes up to 3/4 yard bucket, Head Oiler (Service Truck Operator).

GROUP V Hydraulic Cranes-With less than 50 feet of Boom (20 Tons and Under), Concrete Paver-Double Drum, Cat Cranes, Hysters, 2 Drum Hoist, Auto Fine Grade.

GROUP VI Mucking Machines-All Types

GROUP VII Steam Engineers, Loader (Front End Over 10 CV) Concrete Pump (Snorkel Type), Concrete batching plants and Asphalt plants, Crushing plants, Hot plants.

GROUP VIII All Shovel Type Equipment, Cranes, Draglines, Backhoes over a 3/4 yard bucket, Derricks Guy and Stiff Leg, Pipe mobile (No 2 Operator), Piledriver, Hydrulic Cranes (20 Tons & Over), Mine Hoist, Belt Loader ("C.M.I." Type), Boom and Jibs 150 ft. Through 199 ft. -\$.50 per hour above base pay, 200 ft and over-\$1.00 per hour above base pay. Shovel (Wheel Type), Boring Machine (Tunnel or Shaft Mole), Pipe Mobile, Side and swing-boom cats, Motor grader (finish), Mechanic-Welder, Heavy Equipment Robotics Operator/Mechanic, Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Mater Environmental Maintenance Mechanic, Horizontal Directoral Drill Operator.

-----  
 ENGI0953-004 11/01/2006

BUILDING CONSTRUCTION

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| GROUP 1.....             | \$ 18.15 | 5.30    |

|              |          |      |
|--------------|----------|------|
| GROUP 2..... | \$ 19.86 | 5.30 |
| GROUP 3..... | \$ 20.41 | 5.30 |
| GROUP 4..... | \$ 20.57 | 5.30 |
| GROUP 5..... | \$ 20.72 | 5.30 |
| GROUP 6..... | \$ 20.90 | 5.30 |
| GROUP 7..... | \$ 20.99 | 5.30 |
| GROUP 8..... | \$ 23.38 | 5.30 |
| GROUP 9..... | \$ 25.43 | 5.30 |
| GROUP10..... | \$ 27.96 | 5.30 |

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

## GROUP 1

Fireman, Oiler, Screedman, Scale op. such as Bin-a-Batch, Rubber Tired Farm Type Tractor, Tractors under 50 hp w/o Attachments, Brakeman, Concrete Curing Machine(Bridge Type).

## GROUP 2

Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer, Concrete Conveyor, Service Truck op. (Head Oiler), Air Compressor (600 CFM & Over), Pumps (6" & Over), Screening Plants, Concrete Mixers (Under 1 CY), Concrete Saw or Grinder-Span Type, 1 Drum Hoists, Elevating Belt Type Loaders, Lumber Stacker (Tractor Farm Type under 50 HP w/Attachments), Winch Trucks, Front End Loader (under 2 CY), Welding Machines, Cat Head Winch, Power Plants which generate over 15 KW, Oiler with CDL, Concrete Curbing Machine.

## GROUP 3

Bituminous Distributors, Boilers, Retort & Hot Oil Heaters Concrete Mixers, (1 CY & Over), Concrete Paver-Single Drum, Drilling Equipment, Shaft and Tunnel Equipment: Refrigeration, Slusher, Jumbo forms, Trenching Machines (all Types), Pump Crete & Gunite Machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Asphalt Plants, Bituminous Finishing Machines, Crushing Plants, Certified Forklift.

## GROUP 4

Front End Loaders (2 thru 10 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders; Concrete Batching Plants, Self-Propelled Rollers - Equipped W/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 Pushers (\$.35 Over Basic Rate), Three Bowl Scrapers (\$.60 Over Basic Rate), Bobcat w/Hydraulic Backhoes with buckets up to one and one quarter cubic yards, Motor Grader (Rough), Small Articulating Trucks.

## GROUP 5

Concrete Paver, Double Drum, Two Drum Hoist, Auto Fine Grader, Cat Crane, Hysters, Forklift over 2,000 lbs. Lifting Capacity

## GROUP 6

Mucking Machines-All Types, Tractor with Hydraulic Backhoe, Backhoes with Buckets up to one and one quarter cubic yards.

## GROUP 7

Steam Engineers, Loaders (Front end over 10 cubic yards), Concrete Pump (Snorkel Type), Heavy Equipment Low Boy Driver with CDL, Mining Machine, Roof Bolting Machine, Shuttle Car.

GROUP 8

All Shovel Type Equipment, Side Boom Cats, Cranes, Draglines, Track or Excavator Backhoe, Backhoes with Buckets over one and one quarter cubic yards, Derricks, Guy and Stiff Leg, Pipemobile (No.2 Operator), Pile Driver, Shovel (wheel type), Boring Machine (tunnel or shaft mode), Pipe Mobile, Motor Grader (finish), Mechanic, Welder, Mobile Pipeline Inspection Camera, Operator/Rigger, Continuous Mining Machine, VAC Jet Rodder

GROUP 9

Hydraulic Cranes with less than 50 feet of boom (20 tons & under) including Boom Trucks

GROUP 10

Hydraulic Cranes and Boom Trucks (20 tons & over), Cranes and Draglines with booms and jibs over 150 feet through 199 feet, Cranes 200 feet and over

-----  
IRON0263-003 06/01/2002

CHAVES, CURRY, DONA DNA, EDDY, GRANT, HARDING, HIDALGO, LEA, LUNA, OTERO, QUAY, ROOSEVELT, SIERRA AND UNION

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Ironworker                 |          |         |
| Ornamental; Structural and |          |         |
| Reinforcing.....           | \$ 18.79 | 4.35    |

-----  
\* IRON0495-001 06/01/2007

BERNALILLO, CATRON, CIBOLA, COLFAX, DeBACA, GUADALUPE, LINCOLN, LOS ALAMOS, TAOS, McKINLEY, MORA, RIO ARRIBA, SAN JUAN, SAN MIGUEL, SANDOVAL, SANTA FE, SOCORRO, TORRANCE, & VALENCIA

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Ironworker                 |          |         |
| Ornamental; Structural and |          |         |
| Reinforcing.....           | \$ 22.00 | 9.43    |

-----  
LABO0016-001 06/01/2006

BUILDING CONSTRUCTION

|                | Rates    | Fringes |
|----------------|----------|---------|
| Laborer        |          |         |
| GROUP I.....   | \$ 14.00 | 4.35    |
| GROUP II.....  | \$ 14.58 | 4.35    |
| GROUP III..... | \$ 15.45 | 4.35    |
| GROUP IV.....  | \$ 17.42 | 4.35    |

## LABORER CLASSIFICATIONS

GROUP I: Chainmen, Stakedrivers, Stake Hopper, Heater Tenders, Window Cleaning and Clean Up, Unloading of Furniture and Fixtures. (Chainman and Stakedrivers working solely for an engineering firm are not subject to this agreement.)

GROUP II: Carpenter Tenders, Concrete Workers, Concrete Buggy Operators, Industrial and Plant Laborers, Fire Watch, Swinging Scaffolds Tender, Flagman, Landscaping and Planter, Fence Builder, Guardrail Builder, Fine Grader, Form Stripper, Gabian Basket Builders, Rip Rap Stoneman, Drywall Stocking and Handling, Fly Ash Vacuum Operator, Man Hole Builder, Tool Room Person and Checker on Jobsite.

GROUP III: Electric Air and Gas Operated Power Tools, Asphalt Rakers, Chain Saw Operators, Oxy Gasoline Torch Operators, Cutting Torch Operators or Burner Person, Gunite Rebound Men, Fog Machine Operators, Power Buggy Operators, Rodmen, Sandblasters (potmen), Wagon Drill and Diamond Core Driller, Air Track, Drill Operator Hydraulic Core Drill Diamond, Tenders Outside with Pumps under 6", Concrete Burners, Cement Mason Tenders, Plasterers Hodcarriers, Mortar Mixer, Plaster Spreader Operators, Plaster Tenders, Gunite Nozzlemen, Pipelayer, Pumpcrete Nozzlemen, Powdermen Tender Demolition, Grade Checker, Vibrator Operator, Concrete Saw Operators, Stone Mason Tender, Jack Hammer and Chipping Hammer Operator, Green Cutter High Pressure Air and Water on Concrete Blaster, Pipelayer (includes but not limited to water pipe, sewer pipe, drainage pipe, pvc, and all underground tile, pipe), Cast Iron Concrete pipe, unloading, handling, distribution, and installation, Scaffold Worker.

GROUP IV: Asbestos Abatement Laborer, Toxic and Hazardous Waste Removal Laborer, Lead Base Paint Removal Laborer, Laborer/Concrete Specialist, Pest Technician (Licensed by the Bureau of Rodent Management), State Licensed Powder man and, Blaster, Laborers AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder, Radiation Worker II.

-----  
LABO0016-003 04/01/2006

## HEAVY CONSTRUCTION

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Laborer            |          |         |
| HEAVY CONSTRUCTION |          |         |
| ZONE 1.....        | \$ 17.66 | 4.35    |
| Group 1.....       | \$ 15.00 | 4.35    |
| Group 2.....       | \$ 15.75 | 4.35    |
| Group 3.....       | \$ 17.26 | 4.35    |
| Group 4.....       | \$ 17.66 | 4.35    |
| HEAVY CONSTRUCTION |          |         |

|              |          |      |
|--------------|----------|------|
| ZONE 2.....  | \$ 20.16 | 4.35 |
| Group 1..... | \$ 17.50 | 4.35 |
| Group 2..... | \$ 18.25 | 4.35 |
| Group 3..... | \$ 19.76 | 4.35 |
| Group 4..... | \$ 20.16 | 4.35 |

## HEAVY CONSTRUCTION

|              |          |      |
|--------------|----------|------|
| ZONE 3.....  | \$ 21.66 | 4.35 |
| Group 1..... | \$ 19.00 | 4.35 |
| Group 2..... | \$ 19.75 | 4.35 |
| Group 3..... | \$ 21.26 | 4.35 |
| Group 4..... | \$ 21.66 | 4.35 |

## LABORER CLASSIFICATIONS FOR HEAVY CONSTRUCTION

GROUP I: Journeyman Laborer, Dump Man, Spotter, Signaling, Mulching & Planting Trees, Traffic Control Devices, Waterproofing Concrete, Stake Hopper.

GROUP II: Carpenter Tender, Concrete Tender, Flagman, Chuck Tender, Asphalt Heaterman, Asphalt Joint Man, Cement finisher Tender, Concrete Puddler, Kettleman, Pumpcrete Man, Placement Man, Pump Tender (Under 6 Inches), Manhole Builder (Block or Brick), Rebound Man, Stakedriver.

GROUP III: Electric Air & All Gas Operating Power Tools, Asphalt Raker, Chain Saw Operator, Cutting Torch Operator, Demolition, Gunite Rebound Man, Rod & Chainman, Grade Setter, Sand Blaster (Pot Men), Nozzleman, Wagon Core & Diamond Driller Tender, Outside Scaler, Fog Machine Operator, Air, Gas, Hydraulic Tool & Electrical Tool Operator, Barco Hammer Cutting Torch, Drill, Diamond & Core Drill, Electric Hammer, Jackhammer, Hydraulic Jack, Tamper, Air Tamper, Concrete Processing Material, Form Setter, Highway, Streets & Airport Runways, Operator of Concrete Saws on Pavement (Other Than Gang Saws), Hot Asphalt Labor, Cofferdam, Boxtender, Caissons 8' to 12', Jackhammer Operator in Caissons over 12', Labor Applicable to Pipe Coating or Wrappers, Pipe Wrapper, Plant & Yard, Relining Pipe, Hydroliner (A Plastic May Be Used To Waterproof), Pipelayer on Underground Bores, Sewer, Water, Gas, Oil & Telephone Conduit, Enameler or Pipe, Inside & Out, Mechanical Grouter, Monitor, Jeep Holiday detector Man, Pump Operator, Raker, Vibrator, Hydro-Boom, Mixer Man, Gunnite Nozzleman, Shotcrete Operator, Timber Man, Timber & Chainsaws, Sand Blasters, Signalmen, Grade Checker.

GROUP IV: Asbestos Abatement Laborer, Toxic & Hazardous Waste Removal Laborer, Lead Base Paint Removal Laborer, Laborer/Concrete Specialist, Pest Technician (Licensed by thye Bureau of Rodent Management), State Licensed Powderman & Blaster, Laborer/AGC Certified Rigger & Signal Man, Laborer/AGC Certified Scaffold Builder, Radiation Worker II, Airtrack Driller, Concrete Burner, Hodcarriers, Mortar Mixers,

Plaster Spreader Operator, Plaster Tender Guniting Nozzlemen,  
 Pipelayer, Pumpcrete Nozzlemen.

ZONE PAY The reference point for determining zone pay shall  
 be from the intersection of Interstate Highway 25 and  
 Interstate Highway 40 (The Big "I") in Albuquerque.

ZONE 1 - FREE ZONE - 0 to 50 miles

ZONE 2 - 50 to 85 miles from reference points. \$2.50 per hour  
 above base wage.

ZONE 3 - over 85 miles from reference points. \$4.00 per hour  
 above base wage.

-----  
 LABO0016-004 04/01/2006

HEAVY CONSTRUCTION  
 TUNNELS, SHAFTS, RAISES, MISSILE SILOS & ALL OTHER UNDERGROUND  
 WORK

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborer      |          |         |
| ZONE 1       |          |         |
| Group 1..... | \$ 16.91 | 4.35    |
| Group 2..... | \$ 17.28 | 4.35    |
| Group 3..... | \$ 17.63 | 4.35    |
| ZONE 2       |          |         |
| Group 1..... | \$ 19.41 | 4.35    |
| Group 2..... | \$ 19.78 | 4.35    |
| Group 3..... | \$ 20.13 | 4.35    |
| ZONE 3       |          |         |
| Group 1..... | \$ 20.91 | 4.35    |
| Group 2..... | \$ 21.28 | 4.35    |
| Group 3..... | \$ 21.63 | 4.35    |

LABORER CLASSIFICATIONS FOR TUNNELS, SHAFTS, RAISES, MISSILE  
 SILOS, AND ALL OTHER UNDERGROUND WORK

GROUP I: Outside Laborer, Minimum Tunnel, Labor, Dry Houseman,  
 and Hand Mucker Top Lander, Trackmen.

GROUP II: Chuck Tender, Cable or Hose Tender, Concrete  
 Laborer, Dumpmen, Whirley Pump Operator, Tender on Shotcrete,  
 Guniting and Sandblasting, Tender Core & Diamond Drill, Pot  
 Tender, Concrete Specialist (1) Including Finishing, Grouting,  
 Patching, & Curing, Concrete Specialist Tender (2), Applying

of Concrete Processing Materials, Concrete Worker (Including All Chipping & Finishing Underground).

GROUP III: Shaft Miner, Tunnel Miner, Air Tugger Operator, Collapsible Form Movers & Setters, Machine Men & Bit Grinder, Nipper, Powderman & Blaster, Reinforcing Steel Setter, Timbermen (Steel or Wood Tunnel Support, Including the Placement of Sheeting When Required), Tunnel Liner, Plate Setter, All Cutting & Welding Incidental to Miners' Work, Vibrator Men, Internal & External, Unloading, Stopping & Starting of Moran Agitator Cars, Diamond & Core Drill Operator, Shotcrete Operator, Gunnite Nozzlemen.

ZONE PAY

The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (The Big "I") in Albuquerque.

Free Zone - 0 to 50 miles.

Zone 2 - 50 to 85 miles from above reference points. \$2.50 per hour above base wage.

Zone 3 - over 85 miles from above reference points. \$4.00 per hour above base wage.

-----  
 \* PAIN0823-001 04/01/2007

|   | Rates    | Fringes |
|---|----------|---------|
| Painters: (Mines, mills, Power plants, energy plants, refineries, coal gassification plants, nuclear related facilities & all steel work incidental thereto including stacks of all descriptions) |          |         |
| Brush, roller, pot tender, sand-blaster, grinder operator   |          |         |
| Zone I.....   | \$ 18.30 | 5.35    |
| Zone II.....  | \$ 19.30 | 5.35    |
| Zone III.....   | \$ 20.80 | 5.35    |
| Drywall finisher - Ames Tool operator   |          |         |
| Zone I.....   | \$ 22.38 | 5.35    |

|   |          |      |
|---|----------|------|
| Zone II.....  | \$ 23.38 | 5.35 |
| Zone III.....                                       | \$ 24.88 | 5.35 |
| Drywall Finisher (Hand<br>Finisher/Machine Texture) |          |      |
| Zone I.....   | \$ 21.38 | 5.35 |
| Zone II.....  | \$ 22.38 | 5.35 |
| Zone III.....                                       | \$ 23.88 | 5.35 |
| Paperhanger   |          |      |
| Zone I.....   | \$ 18.55 | 5.35 |
| Zone II.....  | \$ 19.55 | 5.35 |
| Zone III.....                                       | \$ 21.05 | 5.35 |

PAINTERS ZONE DEFINITIONS Free Zone: An area within a 30 mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone 1. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I - BASE PAY UP TO 30 MILES
- ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
- ZONE III - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone 1.

-----  
PAIN0823-002 04/01/2007

|              | Rates    | Fringes |
|--------------|----------|---------|
| Glazier..... | \$ 20.55 | 4.61    |

\* PAIN0823-003 04/01/2007

|                  | Rates     | Fringes |
|------------------|-----------|---------|
| Soft Floor Layer |           |         |
| Zone I.....      | \$ 19.17  | 5.03    |
| Zone II.....     | \$ 20.17  | 5.03    |
| Zone III.....    | \$ 22.295 | 5.03    |

SOFT FLOOR LAYER ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone 1. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I -- Up to 30 miles
- ZONE II -- 30 to 75 miles
- ZONE III - 75 miles and beyond

Albuquerque, Santa Fe and Belen shall be considered Zone 1.

-----  
\* PAIN0823-004 04/01/2007

|                            | Rates | Fringes |
|----------------------------|-------|---------|
| Painter                    |       |         |
| All Other Work:            |       |         |
| Commercial: Brush, roller, |       |         |

spray and special coatings;

Sand blaster, Striping machine operator, Sign painter and Wall coverer

|               |          |      |
|---------------|----------|------|
| Zone I.....   | \$ 16.10 | 4.35 |
| Zone II.....  | \$ 17.10 | 4.35 |
| Zone III..... | \$ 18.60 | 4.35 |

All Other Work:

Commercial: Drywall finisher - Ames Tool operator

|               |          |      |
|---------------|----------|------|
| Zone I.....   | \$ 21.60 | 4.35 |
| Zone II.....  | \$ 22.60 | 4.35 |
| Zone III..... | \$ 24.10 | 4.35 |

All Other Work:

Commercial: Drywall finisher (Hand finisher/Machine texture)

|               |          |      |
|---------------|----------|------|
| Zone I.....   | \$ 20.60 | 4.35 |
| Zone II.....  | \$ 21.60 | 4.35 |
| Zone III..... | \$ 23.10 | 4.35 |

PAINTERS ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office of the city or town where an employee permanently resides at the time of hire shall be considered Zone 1. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I - BASE PAY UP TO 30 MILES
- ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
- ZONE III - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone 1.

-----  
PLAS0254-001 06/01/2006

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Cement Mason..... | \$ 17.72 | 7.10    |

-----  
PLAS0254-002 06/01/2006

|                | Rates    | Fringes |
|----------------|----------|---------|
| Plasterer..... | \$ 18.65 | 6.80    |

-----  
PLUM0412-001 04/01/2006

|   | Rates    | Fringes |
|---|----------|---------|
| Plumbers and Pipefitters<br>LIGHT COMMERCIAL<br>All irrigation & lawn<br>sprinkler..... | \$ 15.96 | 4.20    |
| LOS ALAMOS, SOUTH MESA,<br>MCGREGOR RANGE, WHITE  |          |         |

|                            |          |      |
|----------------------------|----------|------|
| SANDS MISSILE RANGE AND/OR |          |      |
| PROVING GROUNDS.....       | \$ 26.44 | 8.75 |
| REMAINING COUNTIES.....    | \$ 25.64 | 8.75 |

---

ROOF0123-003 10/01/2006

STATEWIDE EXCEPT FOR NAVAJO RESERVATION

|   | Rates    | Fringes |
|---|----------|---------|
| Roofer (including Built Up,<br>Composition and Single Ply)..... | \$ 17.72 | 5.31    |

---

ROOF0135-003 06/01/2006

NAVAJO RESERVATION ONLY

|   | Rates    | Fringes |
|---|----------|---------|
| Roofer (including Built Up,<br>Composition and Single Ply)..... | \$ 13.85 | 2.67    |

---

SHEE0049-001 04/01/2004

REMAINING COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 23.48 | 9.89    |

---

SHEE0049-002 04/01/2004

LOS ALAMOS

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 25.48 | 9.95    |

---

SUNM1993-001 08/11/1993

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Sprinkler Fitter           |          |         |
| Bernalillo, Los Alamos &   |          |         |
| Santa Fe Counties.....     | \$ 15.55 |         |
| Otero County.....          | \$ 17.45 | 3.75    |
| Remaining Counties (Except |          |         |
| Dona Ana).....             | \$ 16.06 | 2.95    |

---

\* TEAM0492-001 11/15/2006

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Truck Driver           |          |         |
| BUILDING CONSTRUCTION: |          |         |
| Zone I                 |          |         |
| GROUP 1.....           | \$ 12.74 | 5.25    |
| GROUP 2.....           | \$ 12.96 | 5.25    |
| GROUP 3.....           | \$ 13.38 | 5.25    |
| GROUP 4.....           | \$ 13.40 | 5.25    |

|                            |          |      |
|----------------------------|----------|------|
| GROUP 5.....               | \$ 13.47 | 5.25 |
| GROUP 6.....               | \$ 13.59 | 5.25 |
| GROUP 7.....               | \$ 13.72 | 5.25 |
| GROUP 8.....               | \$ 13.90 | 5.25 |
| GROUP 9.....               | \$ 14.09 | 5.25 |
| BUILDING CONSTRUCTION:     |          |      |
| Zone II                    |          |      |
| GROUP 1.....               | \$ 14.65 | 5.25 |
| GROUP 2.....               | \$ 14.87 | 5.25 |
| GROUP 3.....               | \$ 15.29 | 5.25 |
| GROUP 4.....               | \$ 15.31 | 5.25 |
| GROUP 5.....               | \$ 15.37 | 5.25 |
| GROUP 6.....               | \$ 15.51 | 5.25 |
| GROUP 7.....               | \$ 15.63 | 5.25 |
| GROUP 8.....               | \$ 15.81 | 5.25 |
| GROUP 9.....               | \$ 16.00 | 5.25 |
| BUILDING CONSTRUCTION:     |          |      |
| Zone III                   |          |      |
| GROUP 1.....               | \$ 15.20 | 5.25 |
| GROUP 2.....               | \$ 15.42 | 5.25 |
| GROUP 3.....               | \$ 15.84 | 5.25 |
| GROUP 4.....               | \$ 16.04 | 5.25 |
| GROUP 5.....               | \$ 15.92 | 5.25 |
| GROUP 6.....               | \$ 16.06 | 5.25 |
| GROUP 7.....               | \$ 16.17 | 5.25 |
| GROUP 8.....               | \$ 16.35 | 5.25 |
| GROUP 9.....               | \$ 16.54 | 5.25 |
| HEAVY CONSTRUCTION: Zone I |          |      |
| GROUP 1.....               | \$ 12.99 | 5.25 |
| GROUP 2.....               | \$ 13.21 | 5.25 |
| GROUP 3.....               | \$ 13.63 | 5.25 |
| GROUP 4.....               | \$ 13.65 | 5.25 |
| GROUP 5.....               | \$ 13.72 | 5.25 |
| GROUP 6.....               | \$ 13.84 | 5.25 |
| GROUP 7.....               | \$ 13.97 | 5.25 |
| GROUP 8.....               | \$ 14.15 | 5.25 |
| GROUP 9.....               | \$ 14.34 | 5.25 |
| HEAVY CONSTRUCTION: Zone   |          |      |
| II                         |          |      |
| GROUP 1.....               | \$ 15.00 | 5.25 |
| GROUP 2.....               | \$ 15.12 | 5.25 |
| GROUP 3.....               | \$ 15.54 | 5.25 |
| GROUP 4.....               | \$ 15.56 | 5.25 |
| GROUP 5.....               | \$ 15.62 | 5.25 |
| GROUP 6.....               | \$ 15.76 | 5.25 |
| GROUP 7.....               | \$ 15.88 | 5.25 |
| GROUP 8.....               | \$ 16.06 | 5.25 |
| GROUP 9.....               | \$ 16.25 | 5.25 |
| HEAVY CONSTRUCTION: Zone   |          |      |
| III                        |          |      |
| GROUP 1.....               | \$ 15.45 | 5.25 |
| GROUP 2.....               | \$ 15.67 | 5.25 |
| GROUP 3.....               | \$ 16.09 | 5.25 |
| GROUP 4.....               | \$ 16.29 | 5.25 |
| GROUP 5.....               | \$ 16.17 | 5.25 |
| GROUP 6.....               | \$ 16.31 | 5.25 |
| GROUP 7.....               | \$ 16.42 | 5.25 |
| GROUP 8.....               | \$ 16.60 | 5.25 |
| GROUP 9.....               | \$ 16.79 | 5.25 |
| LIGHT COMMERCIAL BUILDING  |          |      |

## CONSTRUCTION: Zone I

|              |          |      |
|--------------|----------|------|
| GROUP 1..... | \$ 10.19 | 5.25 |
| GROUP 2..... | \$ 10.37 | 5.25 |
| GROUP 3..... | \$ 10.70 | 5.25 |
| GROUP 4..... | \$ 10.72 | 5.25 |
| GROUP 5..... | \$ 10.78 | 5.25 |
| GROUP 6..... | \$ 10.87 | 5.25 |
| GROUP 7..... | \$ 10.98 | 5.25 |
| GROUP 8..... | \$ 11.12 | 5.25 |
| GROUP 9..... | \$ 11.27 | 5.25 |

## LIGHT COMMERCIAL BUILDING

## CONSTRUCTION: Zone II

|              |          |      |
|--------------|----------|------|
| GROUP 1..... | \$ 11.72 | 5.25 |
| GROUP 2..... | \$ 11.90 | 5.25 |
| GROUP 3..... | \$ 12.23 | 5.25 |
| GROUP 4..... | \$ 12.25 | 5.25 |
| GROUP 5..... | \$ 12.30 | 5.25 |
| GROUP 6..... | \$ 12.41 | 5.25 |
| GROUP 7..... | \$ 12.50 | 5.25 |
| GROUP 8..... | \$ 12.65 | 5.25 |
| GROUP 9..... | \$ 12.80 | 5.25 |

## LIGHT COMMERCIAL BUILDING

## CONSTRUCTION: Zone III

|              |          |      |
|--------------|----------|------|
| GROUP 1..... | \$ 12.16 | 5.25 |
| GROUP 2..... | \$ 12.34 | 5.25 |
| GROUP 3..... | \$ 12.67 | 5.25 |
| GROUP 4..... | \$ 12.74 | 5.25 |
| GROUP 5..... | \$ 12.83 | 5.25 |
| GROUP 6..... | \$ 12.85 | 5.25 |
| GROUP 7..... | \$ 12.94 | 5.25 |
| GROUP 8..... | \$ 13.08 | 5.25 |
| GROUP 9..... | \$ 13.23 | 5.25 |

## TRUCK DRIVER (BUILDING &amp; HEAVY CONSTRUCTION) CLASSIFICATIONS

GROUP I: Pickup 3/4 Ton and Under, Lubrication, Light Tire Repair and Washer, Swamper, 2 or 4 and up.

GROUP II: Dump or Batch Truck Under 8 C.Y.W.L.: Flat Bed (bobtail) 2 Ton and Under, Warehouseman including Material Check, Fork Lift Under 5 Ton MRC.

GROUP III: Dump Trucks (Including All Highway and Off Highway) 8 up to 16 C.Y.W.L.C.; Water, Fuel or Oil Trucks Less Than 3,000 gallon Flat Bed (bobtail) Over 2 Tons.

GROUP IV: Distributor Driver, Heavy Tire Repair, Lumber Carrier Driver, Young Buggy or Similar Equipment, Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment, Scissor Truck, Bulk Cement Bobtail 2 or 3 Axle, Semi-Trailer ( Flat Bed or Van Single Axle) Forklift 5 Ton and over M.R.C.

GROUP V: Dumpsters and Dumpcrete Driver; Water, Fuel or Oil Trucks 3,000 to 6,000 Gallons; Lowboys and Light Equipment Driver; Euclid Type Tank Wagon Under 6,000 Gallons.

GROUP VI: Vacuum Truck; Dump Trucks (including all highway and off-highway 16 up to 22 C.Y.W.L.C.)

GROUP VII: Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck Type Spreader Box Driver; Slurry Truck Driver Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck and "A" Frame; Dump Truck (including all Highway and Off-Highway) 22 CY up to 35 C.Y.W.L.C.

GROUP VIII: Euclid Diesel Power Turnarocker; Terra Cobra-DW20-Tourneau Pulls and Similar Diesel Powered Equipment when used to haul Materials and Assigned to a Teamster-Lowboy Heavy Equipment Driver; Water, Fuel and Oil Trucks 6,000 Gallons and Over Including Tank Wagon Drivers, Semi-Trailer Driver (Flat-Bed or Van Tandems); Light Equipment Mechanic; Dump Trucks (Including All Highway and Off-Highway) 35 C.Y.W.L.C. and Over; Truck and Trailer or Semi-Trailer (Flated); eject all.

GROUP IX: Lowboy (Heavy Equipment Double Gooseneck); Heavy Equipment Mechanic; Welder (Body and Fender Men).

TRUCK DRIVERS ZONE PAY BASING POINTS AND DEFINITIONS LISTED BELOW FOR BUILDING AND HEAVY CONSTRUCTION - BASING POINTS ARE AS FOLLOWS:

ALAMOGORDO, ALBUQUERQUE, ARTESIA, BAYARD, BELEN, CARLSBAD, CLOVIS, DEMING, ESPANOLA, EUNICE, FARMINGTON, GALLUP, GRANTS, HOBBS, LAS CRUCES, LAS VEGS, LORDSBURG, LOVINGTON, PORTALES, RATON, ROSWELL, RUIDOSO, SANTA FE, SANTA ROSE, SILVER CITY, SOCORRO, TAOS, TUCUMCARI

ZONE I Projects within 15 miles from the starting points above.

ZONE II Projects 15 or more road miles but less than 35 miles from above, includes all of Los Alamos County.

ZONE III Projects more than 35 road miles, or more from above.

---

FOOTNOTE:

\*\*LIGHT COMMERCIAL DEFINITION Construction, erection, alteration, repair, modification, addition to or improvement in whole or in part of structures for which the major support system is wood frame construction and will also include all residential housing apartments, convenience stores, fast food restaurants, automobile service stations & motels up to 2 stories high.

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



BILL RICHARDSON  
GOVERNOR

**New Mexico Department of Labor  
Labor and Industrial Division**

501 Mountain Road NE  
Albuquerque, New Mexico 87102  
Phone: (505) 222-4669  
FAX: (505) 222-4780

BETTY SPARROW DORIS  
SECRETARY

JAMES L. MORAN  
DIRECTOR

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and **MUST BE FORWARDED** to the prospective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

**LABOR ENFORCEMENT FUND – STRICTLY ENFORCED**

**NOTE:** Any general contractors must be registered with the **Labor Enforcement Fund** prior to the bidding process or the bid shall be deemed invalid. All subcontractors or tier subcontractors bidding more than \$50,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at [www.dol.state.nm.us](http://www.dol.state.nm.us), click "Public Works" for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS: IF BIDS ARE NOT OPENED BY 12/31/07; NEW WAGE RATES MAY BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-222-4669.**

**Weekly certified payrolls** are required on all public works projects. All certified payrolls must be submitted to the general contractor and/or the owner/contracting agency, if required. The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do **NOT** submit any certified payrolls to our office unless our office requests them.

**NM Apprenticeship and Training Fund payments** are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office (**NMDOL, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428**). Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution does apply for the work under the type construction with contribution rates. Failure to pay Apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties.

If you have any questions, please feel free to call (505) 222-4669.

**"AN EQUAL OPPORTUNITY EMPLOYER"**



BILL RICHARDSON  
GOVERNOR

**New Mexico Department of Labor  
Labor and Industrial Division**

501 Mountain Road NE  
Albuquerque, New Mexico 87102  
Phone: (505) 222-4669  
FAX: (505) 222-4780

BETTY SPARROW DORIS  
SECRETARY

JAMES L. MORAN  
DIRECTOR

**NOTICE TO ALL PUBLIC WORKS CONTRACTORS**  
PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC  
WORKS MINIMUM WAGE ACT

The Labor and Industrial Division insures compliance of the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the **Notification of Award (NOA)** and the **Statement of Intent to Pay Prevailing Wages** must be completed and sent back together to this office by the General Contractor. The NOA must also include the list of Subcontractors. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on a state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payment and payroll.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A **monthly apprenticeship contribution compliance form and check for payment** (when applicable) is required and should be sent to NMDOL, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428. After a contractor completes work on a project, but before his final payment, an **Affidavit of Wages Paid** must be completed and sent to this office – through the General Contractor.

Each employee must receive the full base and fringe rate per hour for all hours worked in their job classification, regardless of the qualifications or license held. The only exception is for workers with a current certification in approved apprenticeship programs. The apprentice must also receive the full benefit of the fringe rate. It may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (*i.e.*: an OSHA 10 safety program). Fringe benefits are to be paid to a third-party account and the employee must have access to and quarterly statements are to be provided to the employee. The third way of paying fringe benefits is to pay as a combination of cash into approved programs. This office will sometimes ask for complete breakdowns of all payment to insure total compliance.

The minimum wage as shown on individual wage decisions must be paid. "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual they must be resolved as soon as possible. If you have questions, please call (505) 222-4669.

**"AN EQUAL OPPORTUNITY EMPLOYER"**

New Mexico Department of Labor  
Labor & Industrial Division/Public Works Bureau  
501 Mountain Road NE, Albuquerque, NM 87102

fax (505) 222-4780 Diana Tanner @ (505) 222-4669 OR [diana.tanner@state.nm.us](mailto:diana.tanner@state.nm.us)  
Camille Vigil @ (505) 222-4782 OR [camille.vigil@state.nm.us](mailto:camille.vigil@state.nm.us) Michael Fanestiel @ (505) 222-4783 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)  
Mary Sanchez (505) 222-4784 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us) Nicolina Rushalko @ (505) 222-4785 OR [nicolinat.rushalko@state.nm.us](mailto:nicolinat.rushalko@state.nm.us)

**Wage Decision # BE-07-0711 B**  
**NOTIFICATION OF AWARD (NOA)**

**Description and Location of Work:** INTERIOR RENOVATIONS AT ATC  
Interior Renovations at the Alvarado Transportations Center, i.e. coffee shop, installation of outdoor furniture.  
City of Albuquerque Bernalillo County 300 First Street SW

**REMINDER for Agency Conducting BID Process:** If bids are NOT opened by 12/31/07, a NEW wage decision MAY be required.

When the Contract is awarded for this project the Wage Rate Poster and all of the Wage Rate Packet must be delivered to the **GENERAL/PRIME CONTRACTOR**. The General/Prime Contractor must complete this Form (including the reverse side listing all of the subcontractors (including 2<sup>nd</sup> tier subcontractors)) and mail 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 along with the NOA. 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 General/Prime Contractor \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

# SUBCONTRACTOR LIST

**Do NOT** list suppliers or professional services (such as surveyors)  
**INCLUDE** individual subcontractor dollar amount for project

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

## **General Contractor: Wage Dec. # BE-07-0711 B**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> 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<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> 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<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> 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<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> 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<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> 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<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

# STATEMENT OF INTENT TO PAY PREVAILING WAGES

To Be Filled **Before** Construction Starts

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to:

NMDOL - Public Works Bureau – 501 Mountain Rd., NE, Albuquerque, NM 87102

Call (505) 222-4669 Fax (505) 222-4780

**\*\* (Fax transmission is preferred) \*\***

## GENERAL CONTRACTOR INFORMATION

Company Name:



Address:

City: State: Zip:

Phone: Fax:

Estimated Start Date: State Wage Dec. #:

Project Title: Project Physical Address:

Total Contract Amt: Estimated Completion Date:

PRINT NAME: SIGNATURE:

**SUBCONTRACTOR: Subcontract amount: Start Date of Work on This Proj.**

Company Name:

Address:

City: State: Zip:

Phone: Fax:

PRINT NAME: SIGNATURE:

**2ND. TIER SUB 2<sup>nd</sup> Tier Contract amount Start Date of Work on This Proj**

Company Name:

Address:

City: State: Zip:

Phone: Fax:

PRINT NAME: SIGNATURE:

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay an Back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

\_\_\_\_\_  
LID Approval of This Form Date

NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Labor, Labor and Industrial Division. The registration form is available on our web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

(See IMPORTANT information on back!)

Revised 9/13/06

INSTRUCTIONS FOR FILLING OUT STATEMENT OF INTENT

FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-04-123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Start & Completion Dates of project
6. General Contractor's Contract Amount - Project cost .

FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. Sub-contract amount – list subcontract amount.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR.

FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

**FOR 3<sup>RD</sup> TIER AND HIGHER -**

**Attach a Copy Of This completed form & list Under the 2nd tier the 3rd tier contractor info cntr. with a note.**

Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The only exception for registration prior to bidding is for street, highway, bridge, road, and utility contracts. Those contractors, however, MUST register BEFORE performing work on a public works contract in excess of \$50,000. The registration form may be found on the DOL web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Statements of Intent to Pay Prevailing Wages must go to the GC to submit to DOL. DOL will return approved Statements to the GC who should forward to subs.

**NOTE: If form is faxed, we do not need originals, unless they are not legible.**

# AFFIDAVIT OF WAGES PAID

To Be Filled After Construction Is Complete

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to: NMDOL - Public Works Bureau – 501 Mountain Rd., NE, Albuquerque, NM 87102

Call (505) 222-4669 - FAX (505) 222-4780 \*\* (Fax transmission is preferred) \*\*

## GENERAL CONTRACTOR INFORMATION

Company Name:



Address:

City: State: Zip:

Phone: Fax:

Estimated Completion Date:

State Wage Dec. #:

Project Title:

Project Physical Address:

PRINT NAME:

SIGNATURE:

**Subcontractor:**

Date you completed work on

Company Name:

This project

Address:

DATE:

City: State: Zip:

Phone: Fax:

PRINT NAME: SIGNATURE:

**2ND. TIER SUB: (Who is paying you? Fill in name above)**

Date you completed work on

Company Name:

This project

Address:

DATE:

City: State: Zip:

Phone: Fax:

PRINT NAME: SIGNATURE:

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay an back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

\_\_\_\_\_  
LID Approval of this form Date

NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Labor, Labor and Industrial Division. The registration form is available on our web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

(See IMPORTANT information on back!)

Revised 9/13/06

*INSTRUCTIONS FOR FILLING OUT AFFIDAVIT OF WAGES PAID*

FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-04-123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Completion Date of Project

FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS  
NEEDED FOR EACH CONTRACTOR

FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

**FOR 3<sup>RD</sup> TIER AND  
HIGHER -**

**Attach a Copy Of This completed form & list Under the 2nd tier  
the 3rd tier contractor info cntr. with a note.**

**Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The only exception for registration prior to bidding is for street, highway, bridge, road, and utility contracts. Those contractors, however, MUST register BEFORE performing work on a public works contract in excess of \$50,000. The registration form may be found on the DOL web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Affidavits of Wages Paid must go to the GC to submit to DOL. DOL will return approved Affidavits to the GC who should forward to subs.**

***NOTE: If form is faxed, we do not need originals, unless they are not legible.***

## NEW MEXICO DEPARTMENT OF LABOR - PUBLIC WORKS BUREAU

**QUESTIONS?? Call OR E-mail:** Diana Tanner @ (505) 222-4669 OR [diana.tanner@state.nm.us](mailto:diana.tanner@state.nm.us)  
 Camille Vigil @ (505) 222-4782 OR [camille.vigil@state.nm.us](mailto:camille.vigil@state.nm.us) Michael Fanestiel @ (505) 222-4783 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)  
 Mary Sanchez @ (505) 222-4784 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us) Nicolina Rushalko @ (505) 222-4785 OR [nicolinat.rushalko@state.nm.us](mailto:nicolinat.rushalko@state.nm.us)

| Contracting Agency/Owner   | County     | Decision Date           | Decision No. |
|--|------------|-------------------------|--------------|
| City of Albuquerque  | Bernalillo | 06/07/07                | BE-07-0711 B |
|  |            | <b>Expires for Bids</b> |              |
| <b>Type of Construction: B</b>   |            | 12/31/07                |              |
| <p><b><u>Description of Work: Interior Renovations at ATC</u></b><br/>                     Interior Renovations at the Alvarado Transportations Center, i.e. coffee shop, installation of outdoor furniture.</p> <p><b><u>REMINDER to those preparing BID documents:</u></b> If bids are not opened by 12/31/07, a <b>NEW</b> wage decision may be required. Call the Public Works Bureau at (505) 222-4669 to check status of new wage rates.</p> |            |                         |              |

## 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 Notification of Award (NOA) & Statement of Intent to Pay Prevailing Wages before any work is started.

Sub-contractors & 2<sup>nd</sup>/3<sup>rd</sup> Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for listing all sub-contractors with the NOA or anytime the list changes.

The office that conducts the bid process **MUST** forward this entire 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 that has a bid opening date before **December 31, 2007**.

## TYPE "B" - GENERAL BUILDING

*Effective May 11, 2007*

| Trade Classification                     | Base Rate | Fringe Rate | Apprenticeship | Subsistence &<br>Incentive Rates |
|--|-----------|-------------|----------------|----------------------------------|
| Asbestos Worker - Heat & Frost Insulator | 24.92     | 8.43        | \$0.20         |                                  |
| Boilermaker                              | 18.40     | 3.78        | \$0.20         |                                  |
| Bricklayer/Blocklayer/Stonemason         | 20.36     | 5.65        | \$0.64         |                                  |
| Carpenter/Lather                         | 20.86     | 6.25        | \$0.35         |                                  |
| Cement Mason                             | 17.72     | 6.75        | \$0.20         |                                  |
| <b>Electricians</b>                      |           |             |                |                                  |
| <b>Outside Classifications</b>           |           |             |                |                                  |
| Groundman                                | 21.14     | 8.29        | \$0.25         |                                  |
| Equipment Operator                       | 23.96     | 8.29        | \$0.25         |                                  |
| Lineman/Tech                             | 24.55     | 8.29        | \$0.25         |                                  |
| Cable Splicer                            | 25.73     | 8.29        | \$0.25         |                                  |
| <b>Inside Classifications</b>            |           |             |                |                                  |
| Wireman/Technician                       | 25.75     | 8.57        | \$0.25         | Refer to Note 1                  |
| Cable Splicer                            | 27.48     | 8.57        | \$0.25         |                                  |
| <b>Sound Classifications</b>             |           |             |                |                                  |
| Installer                                | 24.11     | 8.57        | \$0.25         |                                  |
| Technician                               | 25.66     | 8.57        | \$0.25         |                                  |
| Soundman                                 | 27.73     | 8.57        | \$0.25         |                                  |
| Elevator Constructor                     | 28.30     | 12.96       | \$0.55         |                                  |
| Elevator Constructor Helper              | 16.03     | 0.36        | \$0.09         |                                  |
| Glazier                                  | 20.15     | 4.28        | \$0.35         |                                  |
| Ironworker                               | 20.65     | 8.70        | \$0.53         | Refer to Note 2                  |
| Painter (Brush/Roller/Spray)             | 16.10     | 1.79        | \$0.35         |                                  |
| Paper Hanger                             | 20.32     | 1.15        | \$0.00         |                                  |
| Drywall Finisher/Taper                   | 19.64     | 4.03        | \$0.35         |                                  |
| Plasterer                                | 17.65     | 5.11        | \$0.26         |                                  |
| Plumber/Pipefitter                       | 25.64     | 8.97        | \$0.31         | Refer to Note 3                  |
| Roofer                                   | 13.24     | 0.50        | \$0.00         |                                  |
| Sheetmetal Worker                        | 24.13     | 11.49       | \$0.54         | Refer to Note 4                  |
| Soft Floor Layer                         | 18.43     | 4.68        | \$0.30         |                                  |
| Sprinkler Fitter                         | 24.25     | 12.35       | \$0.15         |                                  |
| Tile Setter                              | 14.30     | 1.02        | \$0.00         |                                  |
| Tile Setter Helper                       | 13.00     | 1.02        | \$0.00         |                                  |
| <b>Laborers</b>                          |           |             |                |                                  |
| Group I                                  | 12.90     | 4.10        | \$0.25         |                                  |
| Group II                                 | 13.47     | 4.10        | \$0.25         |                                  |
| Group III                                | 13.77     | 4.10        | \$0.25         |                                  |
| Group IV                                 | 13.87     | 4.10        | \$0.25         |                                  |
| Group V                                  | 14.07     | 4.10        | \$0.25         |                                  |
| Group VI                                 | 14.22     | 4.10        | \$0.25         |                                  |

## TYPE "B" - GENERAL BUILDING

*Effective May 11, 2007*

| Trade Classification | Base Rate | Fringe Rate | Apprenticeship | Subsistence & Incentive Rates |
|----------------------|-----------|-------------|----------------|-------------------------------|
| <b>Operators</b>     |           |             |                |                               |
| Group I              | 19.98     | 4.70        | \$0.35         |                               |
| Group II             | 21.02     | 4.70        | \$0.35         |                               |
| Group III            | 21.10     | 4.70        | \$0.35         |                               |
| Group IV             | 21.16     | 4.70        | \$0.35         |                               |
| Group V              | 21.22     | 4.70        | \$0.35         |                               |
| Group VI             | 21.32     | 4.70        | \$0.35         |                               |
| Group VII            | 21.42     | 4.70        | \$0.35         |                               |
| Group VIII           | 22.50     | 4.70        | \$0.35         |                               |
| <b>Truck Drivers</b> |           |             |                |                               |
| Group I              | 15.33     | 5.00        | \$0.35         |                               |
| Group II             | 15.45     | 5.00        | \$0.35         |                               |
| Group III            | 15.53     | 5.00        | \$0.35         |                               |
| Group IV             | 15.65     | 5.00        | \$0.35         |                               |
| Group V              | 15.70     | 5.00        | \$0.35         |                               |
| Group VI             | 15.80     | 5.00        | \$0.35         |                               |
| Group VII            | 15.90     | 5.00        | \$0.35         |                               |
| Group VIII           | 16.04     | 5.00        | \$0.35         |                               |
| Group IX             | 16.19     | 5.00        | \$0.35         |                               |

**NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION**

#1 - Inside Electricians working at a Los Alamos County job site get \$3.78/hr. subsistence pay plus base/fringe.

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

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

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

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe.

**LABORER CLASSIFICATION GROUPS  
TYPE "B" & "C" CONSTRUCTION  
PAGE 1**

**GROUP I:**

Watchmen.

**GROUP II – (Unskilled):**

Building & Common Laborers; Carpenter Tenders; Concrete Workers; Stakedrivers; Concrete Buggy Operator (hand); Flagmen; Soil Sample Tester.

**GROUP III – (Semi-skilled):**

Air & Power Tool Operator (not a carpenter's tool); Asbestos Remover; Asphalt Heaterman; Asphalt Jointman; Ashp. Raker; Batching Plant Scaleman; Chain Sawman; Concrete Touch-Up Man; Concrete Sawman – Coring Machine; Curbing Machine Asph. Or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Guniting Reboundmen; Rod & Chainmen; Concrete Power Buggy Operator; Powderman or Blaster Helper; Sandblaster (Pot Men); Nozzlemen; Scaler; Vibratorman (hand-type); Vibratory Compactor (hand-type); Wagon Core & Diamond Drillers' Tenders (outside); Window Washers; Fog Machine Operator; Nurseryman-Gardener; Multi-Plate Setter; Concrete Burner; Cement Mason Tenders; Hodcarriers; Mortar Mixers; Plaster Spreader Operator; Plaster Tenders; Guniting Nozzleman; Pipelayer; Pumpcrete Nozzleman; Manhole Builder; Roadway Hardware Worker.

**GROUP IV:**

Wagon, Core, Diamond Drillers.

**GROUP V - (Miscellaneous):**

Landscaper; Traffic Control Technician; Laboratory Technician

**GROUP VI:**

Powderman and Blasters.

**EQUIPMENT OPERATOR CLASSIFICATION GROUPS**  
**PAGE 2**

**GROUP I:**

Fireman; Oiler; Helpers; Mechanic, Welder, Grease Truck; Screedman; Scale Operator (such as Bin-a-Batch); Rubber Tire Farm-type Tractor; Tractors (under 50 HP w/o attachments); Brakeman; Concrete Paving Curing Machine (bridge-type).

**GROUP II:**

Rollers; Sheepsfoot or Pneumatic Self-Propelled w/o dozer; Concrete Conveyor; Service Truck Operator (head oiler); Air Compressor (300 CFM & over); Pumps (6" & over); Screening Plants; Concrete Mixers (under 1 cy); Concrete Saw or Grinder-Span Type; Hoists (1 drum); Air Tugger; Elevating Belt-type Loaders; Fork-lift; Lumber Stacker; Tractor-Farm type (under 50 HP w/attachments); Motorman & Industrial Locomotive Operator; Winch Trucks; Front End Loader (under 2 cy); Power Plants which generate over 15 KW; Welding Machines.

**GROUP III:**

Bituminous Distributors; Boilers, Retort & Hot Oil Heaters; Concrete Mixers (1 cy & over); Concrete Paver (single drum); Drilling Equipment; Motor Graders (rough); Shaft & Tunnel Equipment; Refrigeration, Slusher, Jumbo Form; Trenching Machine (all types); Pumpcrete & Gunite Machine; Slipform Paver; Mechanic Bull-floats; Concrete Slab Spreading Machine; Concrete Slab Finish Machine; Asphalt Plants; Bitum. Finish Machine; Crushing Plants.

**GROUP IV:**

Front End Loader (2 – 10 cy); Rollers Steel Wheeled (all types); Bulldozers; Scrapers (motor or towed); Elevating Graders; Concrete Batching Plants; Self-propelled Rollers, (equipped w/ dozer); Twin-Bowl Scrapers & Quad 8 or 9 Pushers; Three Bowl Scrapers; Tractor (farm-type) w/hydraulic Backhoes.

**GROUP V:**

Concrete Paver (double drum); Cat Cranes; Hysters; Side & Swingboom Cats; Hoist ( 2 drum); Auto Fine Grader.

**GROUP VI:**

Mucking Machine (all types); Motor Grader-Finish.

**EQUIPMENT OPERATOR CLASSIFICATION GROUPS**  
**PAGE 3**

**GROUP VII:**

Hydraulic Cranes (with less than 50' of boom – 20 tons & under); Steam Engineers; Loader (Front-end & over 10 cy); Concrete Pump (snorkel type); Mechanic Welder.

**GROUP VIII:**

All Shovel Type Equip.; Cranes; Draglines; Backhoes; Derricks; Guy & Stiff Leg; Pipemobile (#2 Oper.); Piledriver; Hydraulic Cranes (20 tons & over); Mine Hoist (belt loader CMI type); Cranes, Draglines (w/ booms & jib over 150'); Shovel (wheel type); Boring Machine (tunnel or shaft mmole); Pipemobile.

**TRUCK DRIVER CLASSIFICATION GROUPS**

**GROUP I:**

Pick-up ¾ ton & under; Service Station; Lubrication; Light Tire Repair or Washer; Swamper or Riding Helper; Teamster 2 or 4 up; Ambulance Driver.

**GROUP II:**

Bus or Taxi Driver; Dump or Batch Truck (under 8 cy WLC); Flatbed (bobtail) 2 ton & under; Mechanic & Welder Helper; Forklift (under 5 ton MRC).

**GROUP III:**

Dump Trucks (includes all highway & off-highway, 8 – 16 cy WLC); Water, Fuel or Oil Trucks (less than 3,000 gals.); Flatbed (bobtail) over 2 tons.

**GROUP IV:**

Distributor Driver; Heavy Tire Repair; Lumber Carrier Driver; Young Buggy or Similar Equipment; Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment; Scissor Truck; Bulk Cement Bobtail 2 or 3 Axles; Semi-Trailer Driver (flatbed or van single axle); Forklift (5 ton & over MRC); Field Equipment Serviceman.

**GROUP V:**

Dumpster & Dumpcrete Driver; Water, Fuel or Oil Truck (3,000 – 6,000 gals.); Lowboy, Light Equipment Driver; Euclid-type Tank Wagon (under 6,000 gals.).

**TRUCK DRIVERS CONT'D**

**PAGE 4**

**GROUP VI:**

Vacuum Truck; Dump Trucks (including all hwy. & off-hwy., 16 – 22 cy WLC).

**GROUP VII:**

Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck-type Spreader Box Driver; Slurry Truck Driver; Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck & "A" Frame; Dump Trucks (including all hwy. & off-hwy., 22 cy to 35 cy WLC); Head Field Equipment Serviceman.

**TRUCK DRIVER CLASSIFICATION GROUPS**

**GROUP VIII:**

Euclid Diesel Powered Turnarocker; Terra Cobra; DW 10; DW 20; Letourneau Pulls & Similar Diesel Powered Equipment; Lowboy Heavy Equip. Driver; Water, Fuel or Oil Trucks (6,000 gals. & over including Tank Wagon Drivers); Semi-Trailer Driver (flatbed or van tandems); Light Equipment Mechanic; Dump Trucks (including hwy. & off-hwy.) 35 cy WLC & over; Truck & Trailer or Semi-Trailer (flatbed); Eject All Driver.

**GROUP IX:**

Lowboy (heavy equip., double gooseneck); Heavy Equip. Mechanic; Welder (Body & Fender Man); Warehouseman; Material Checker-Cardexman; Expeditor.

## **LABOR ENFORCEMENT FUND** ***(STRICTLY ENFORCED)***

### **13-4-13.1 Public works contracts; registration of contractors and subcontractors.**

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

### **13-4-14.1 Labor enforcement fund; creation; use.**

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

### **13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.**

The director of the labor and industrial division of the labor department may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.



BILL RICHARDSON  
GOVERNOR

**New Mexico Department of Labor  
Labor and Industrial Division**

501 Mountain Road NE  
Albuquerque, New Mexico 87102  
Phone: (505) 222-4669  
FAX: (505) 222-4780

BETTY SPARROW DORIS  
SECRETARY

JAMES L. MORAN  
DIRECTOR

## **NOTICE**

### **Public Works Apprenticeship and Training Act**

Statute 13-4D-4.B states:

“Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employers who elect not to participate in training, shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director.”

For a copy of the above-mentioned act, please contact our office at (505) 222-4669.

Submit Apprenticeship & Training Contribution Compliance Statement and Payment to:

**NMDOL  
Public Works Bureau  
PO Box 27428  
Albuquerque, NM 87125-7428**

# *APPRENTICESHIP* *CONTRIBUTION* *PROGRAM*

The following are easy reminders regarding this program:

1. For “B”, “C”, & “H” Projects: Whenever you have any workers on the job (even if you are not using apprentices), you are required to pay into the Apprenticeship Training Program as outlined in the Apprenticeship & Training Act. This applies to all contractors, subcontractors, 2<sup>nd</sup> tiers, etc. Your wage rates will show which jobs have apprenticeship contributions.
2. If you have apprentices on the job, they must have a journeyman working with them. The ratio must be one-to-one.
3. The Apprenticeship Contribution is not considered part of the fringe benefits. It is totally separate.
4. The Apprenticeship Compliance Statement from our office (or our website) is the only form you may use. Do NOT modify our form or generate your own.
5. As noted on the Apprenticeship Compliance Statement, these forms are due on the 15<sup>th</sup> of every month for the length of the project. If no work was done for that month, send us a copy letting us know there was no work done.
6. Submit Apprenticeship Compliance Statements with payments to:  
NMDOL, Public Works Bureau, PO Box 27428, Albuquerque, NM  
87125-7428

(Payment is not required for Type "A" Projects – Street, Highway, Utility & Light Engineering)

**Apprenticeship & Training Contribution Compliance Statement**

For the Month of \_\_\_\_\_, 20\_\_\_\_

(Circle One)

Contractor / Sub / 2<sup>nd</sup>. Tier Sub: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_ State Wage Dec.No. \_\_\_\_\_

**(DO NOT submit payments on 100% federally-funded projects)**

| (SAMPLE ENTRY)<br>Classification(s) | Week Ending | Total Hours | Appr. Rate per Hour | Total Classif. Contr.Amt |
|-------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------------|--------------------------|
|                                     | 8/4         | 8/11        | 8/18        | 8/25        | 8/31        |             |                     |                          |
| LABORER                             | 4           | 7           | 0           | 0           | 30          | 41          | .20                 | 8.20                     |
| Classification(s)                   | Week Ending | Total Hours | Appr. Rate per Hour | Total Classif. Contr.Amt |
|                                     |             |             |             |             |             |             |                     |                          |
|                                     |             |             |             |             |             |             |                     |                          |
|                                     |             |             |             |             |             |             |                     |                          |
|                                     |             |             |             |             |             |             |                     |                          |
|                                     |             |             |             |             |             |             |                     |                          |

PLEASE CHECK APPROPRIATE BLANK:

\_\_\_\_ Paid to: PUBLIC WORKS APPRENTICESHIP & TRAINING FUND (Mail to P.O. BOX)

Check No. \_\_\_\_\_ Check Amt: \_\_\_\_\_

Payroll Clerk's (PRINT)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Forms due by 15<sup>th</sup> of each month on every public works project that has apprenticeship contribution on the wage decision. In accordance with the NM Apprenticeship & Training Act, payment is due for each journey person, even if your company has no apprentices.

**(WE WILL NOT ACCEPT CREDITS WHEN PAYMENT IS OVER PAID)**

*Each wage decision needs a separate compliance statement, but only one check is needed for all statements.*

(When paying to an approved program, complete section below & mail this form along with a copy of the check to the following address: Public Works Bureau, 501 Mountain Rd., NE, Albuquerque, NM 87102

\_\_\_\_ Paid to: Name of Approved NM Apprenticeship Program

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Apprenticeship Program No.: \_\_\_\_\_  
(If in doubt, call 222-4672)

Print Name of Certifying Official: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Certifying Official: \_\_\_\_\_ Date: \_\_\_\_\_



**CHECK OUT THE  
DEPARTMENT OF LABOR  
WEBSITE FOR VALUABLE  
INFORMATION**

**[www.dol.state.nm.us](http://www.dol.state.nm.us)**

Click on "Public Works"

~ OR ~

**Bill Richardson  
Governor**

**Betty Sparrow Doris  
Department of Labor  
Secretary**

**James L. Moran  
Labor and Industrial  
Division Director**

**PHONE:**

**Public Works Questions:**

Diana - (505) 222-4669

Camille - (505) 222-4782

Michael - (505) 222-4783

**FAX Number:**

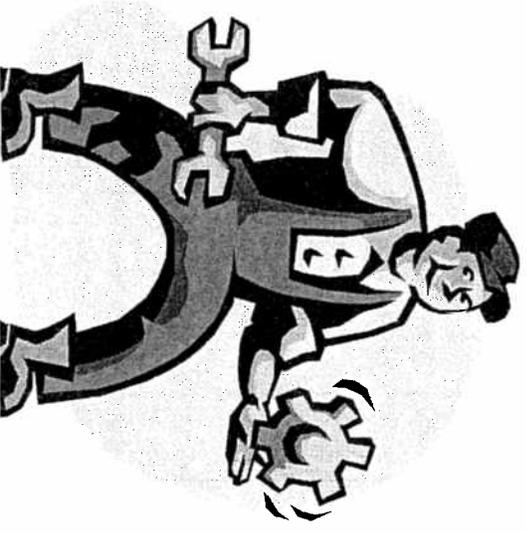
(505) 222-4780

**Apprenticeship Questions:**

(505) 222-4674

**New Mexico  
Public  
Works**

**Construction**





# U.S. Department of Labor

*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization

**Content Last Revised: 1/4/64**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.1 - Purpose and scope.

- **Section Number:** 3.1
- **Section Name:** Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

**U.S. Department of Labor**  
 Frances Perkins Building  
 200 Constitution Avenue, NW  
 Washington, DC 20210

1-  
 TTY:



**U.S. Department of Labor**  
*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 11/27/73**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.2 - Definitions.

- **Section Number:** 3.2
- **Section Name:** Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form

of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]



 [Back to Top](#)

---

[Freedom of Information Act | Customer Survey](#)  
[Privacy & Security Statement | Disclaimers | E-mail to a Friend](#)

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
In the **21st Century**



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 5/28/82**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.3 - Weekly statement with respect to payment of wages.

- **Section Number:** 3.3
- **Section Name:** Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)

**[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 1/5/82**



---DISCLAIMER---

**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

- **Section Number:** 3.4
- **Section Name:** Submission of weekly statements and the preservation and inspection of weekly pa

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]



**Back to Top**

**Freedom of Information Act | Customer Survey**  
**Privacy & Security Statement | Disclaimers | E-mail to a Friend**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
in the **21st Century**



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 5/28/71**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

**L, Title 29** Labor

**L, Chapter I** Office of the Secretary of Labor

**L, Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

- **Section Number:** 3.5
- **Section Name:** Payroll deductions permissible without application to or approval of the Secretary of

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its

employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]




---

**Freedom of Information Act | Customer Survey**  
**Privacy & Security Statement | Disclaimers | E-mail to a Friend**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 1/4/64**



---DISCLAIMER---

**CFR** Code of Federal Regulations Pertaining to ESA

**L Title 29** Labor

**L Chapter I** Office of the Secretary of Labor

**L Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

- **Section Number:** 3.6
- **Section Name:** Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.



**Back to Top**

**Freedom of Information Act | Customer Survey**  
**Privacy & Security Statement | Disclaimers | E-mail to a Friend**

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
In the **21st Century**



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 5/28/71**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

- **Section Number:** 3.7
- **Section Name:** Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]



**Back to Top**

**[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

[By Topic](#) | [By Audience](#) | [By Top 20 Requested Items](#) | [By Form](#) | [By Organization](#)



**Content Last Revised: 1/4/64**



---DISCLAIMER---

**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 3** Contractors and Subcontractors on Public Building or Public Work Financed In Whole or Loans or Grants from the United States

## 29 CFR 3.8 - Action by the Secretary of Labor upon applications.

- **Section Number:** 3.8
- **Section Name:** Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

1-  
TTY:



**U.S. Department of Labor**  
*in the 21st Century*



**www.dol.gov**

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization

**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.1 - Purpose and scope.

- **Section Number:** 5.1
- **Section Name:** Purpose and scope.

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to Subpart A appear at 61 FR 19984, May 3, 1996.

(a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 and the Copeland Act in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and of such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon the Secretary of Labor under Reorganization Plan No. 14 of 1950:

1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. Copeland Act (40 U.S.C. 276c).
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
4. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
5. Housing Act of 1950 (college housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).
6. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
7. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
8. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
9. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).

10. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
11. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
12. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of 1982, Pub. L. 97-424).
13. Indian Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).
14. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).
15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87 Stat. 384, 29 U.S.C. 776(b)(5)).
16. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).
17. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).
18. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).
19. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).
20. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).
21. National Visitors Center Facilities Act of 1966 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).
22. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).
23. Health Services Research, Health Statistics, and Medical Libraries Act of 1974 (sec. 107, see sec. 308(h)(2) thereof, 88 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).
24. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291e(a)(5)).
25. Health Professions Educational Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).
26. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 384; 42 U.S.C. 296a(b)(5)).
27. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).
28. Safe Drinking Water Act (sec. 2(a) see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).
29. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).
30. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).
31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).
32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).
33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).
34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).
35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).

36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).
37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).
38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).
39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).
40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).
41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).
42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).
43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).
44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).
45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).
46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).
47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).
48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).
49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).
50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).
51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).
52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).
53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).
54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).
55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).
56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).
57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4). Note.-- Repealed December 9, 1969, and labor standards incorporated in sec. 1-1431 of the District of Columbia Code).
58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).
59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).
60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

(b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.



 [Back to Top](#)

---

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



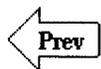
**U.S. Department of Labor**  
*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 12/20/00**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.2 - Definitions.

- **Section Number:** 5.2
- **Section Name:** Definitions.

(a) The term Secretary includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term Administrator means the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

(c) The term Federal agency means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in Sec. 5.1.

(d) The term Agency Head means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term Contracting Officer means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term labor standards as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in Sec. 5.1, and the regulations in parts 1 and 3 of this subtitle and this part.

(g) The term United States or the District of Columbia means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including nonappropriated fund instrumentalities.

(h) The term contract means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in Sec. 5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own

employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor standards.

(i) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms construction, prosecution, completion, or repair mean the following:

(1) All types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work within the meaning of (paragraph (l) of this section by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, all work done in the construction or development of the project), including without limitation--

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996 in the construction or development of the project);

(iv)(A) Transportation between the site of the work within the meaning of paragraph (l)(1) of this section and a facility which is dedicated to the construction of the building or work and deemed a part of the site of the work within the meaning of paragraph (l)(2) of this section; and

(B) Transportation of portion(s) of the building or work between a site where a significant portion of such building or work is constructed, which is a part of the site of the work within the meaning of paragraph (l)(1) of this section, and the physical place or places where the building or work will remain.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, and except as provided in paragraph (j)(1)(iv)(A) of this section, the transportation of materials or supplies to or from the site of the work by employees of the construction contractor or a construction subcontractor is not "construction, prosecution, completion, or repair" (see Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.), 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term public building or public work includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term site of the work is defined as follows:

(1) The site of the work is the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (l)(3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the site of the work, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the site of the work as defined in paragraph (l)(1) of this section;

(3) Not included in the site of the work are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are established by a supplier of materials for the project before opening of bids and not on the site of the work as stated in paragraph (l)(1) of this section, are not included in the site of the work. Such permanent, previously established facilities are not part of the site of the work, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.

(n) The terms apprentice, trainee, and helper are defined as follows:

(1) Apprentice means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) Trainee means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to apprentices and trainees employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:

(i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

(ii) The use of such helpers is an established prevailing practice in the area; and

(iii) The helper is not employed as a trainee in an informal training program. A "helper" classification will be added to wage determinations pursuant to Sec. 5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is employed regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term wages means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term wage determination includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of Sec. 1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69674, Nov. 20, 2000; 65 FR 80267, Dec. 20, 2000]




---

**Freedom of Information Act | Customer Survey**  
**Privacy & Security Statement | Disclaimers | E-mail to a Friend**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
**TTY:**



**U.S. Department of Labor**  
*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 11/20/00**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.5 - Contract provisions and related matters.

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and

fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or

grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to

interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

| Paragraph          | OMB Control Number      |
|--------------------|-------------------------|
| (a)(1)(ii)(B)..... | 1215-0140               |
| (a)(1)(ii)(C)..... | 1215-0140               |
| (a)(1)(iv).....    | 1215-0140               |
| (a)(3)(i).....     | 1215-0140,<br>1215-0017 |
| (a)(3)(ii)(A)..... | 1215-0149               |
| (c).....           | 1215-0140,<br>1215-0017 |

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69674, Nov. 20, 2000]



[Back to Top](#)

---

**[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
 Frances Perkins Building  
 200 Constitution Avenue, NW  
 Washington, DC 20210

**1-**  
**TTY:**



# U.S. Department of Labor

*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.6 - Enforcement.

- **Section Number:** 5.6
- **Section Name:** Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by Sec. 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in Sec. 5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of Sec. 5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by Sec. 5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of Sec. 5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to Sec. 5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by Sec. 5.5 and the applicable statutes listed in Sec. 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees

registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the ``Freedom of Information Act'' (5 U.S.C. 552, see 29 CFR part 70) and the ``Privacy Act of 1974'' (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in Sec. 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in Sec. 5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the underpayments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.



 [Back to Top](#)

---

**[Freedom of Information Act | Customer Survey](#)**  
**[Privacy & Security Statement | Disclaimers | E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



# U.S. Department of Labor

*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.7 - Reports to the Secretary of Labor.

- **Section Number:** 5.7
- **Section Name:** Reports to the Secretary of Labor.

(a) Enforcement reports. (1) Where underpayments by a contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as ``letters of notice''), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under Sec. 5.8.

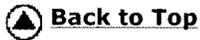
(2) Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) Semi-annual enforcement reports. To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control

number 1482-DOL-SA.

(c) Additional information. Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.

(d) Contract termination. Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in Sec. 5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.



---

**[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



# U.S. Department of Labor

*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/21/86**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.8 - Liquidated damages under the Contract Work Hours and Safety Standards Act.

- **Section Number:** 5.8
- **Section Name:** Liquidated damages under the Contract Work Hours and Safety Standards Act.

(a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$10 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

(b) Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

(c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

(d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.  
[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 51 FR 13496, Apr. 21, 1986]



 [Back to Top](#)

---

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



# U.S. Department of Labor in the 21st Century



[www.dol.gov](http://www.dol.gov)

Search /

[By Topic](#) | [By Audience](#) | [By Top 20 Requested Items](#) | [By Form](#) | [By Organization](#)



**Content Last Revised: 4/29/83**



---DISCLAIMER---

**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

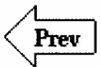
↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.9 - Suspension of funds.

- **Section Number:** 5.9
- **Section Name:** Suspension of funds.

In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in Sec. 5.5 and the applicable statutes listed in Sec. 5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

**U.S. Department of Labor**  
 Frances Perkins Building  
 200 Constitution Avenue, NW  
 Washington, DC 20210

1-  
TTY:



# U.S. Department of Labor

*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

**L Title 29** Labor

**L Chapter I** Office of the Secretary of Labor

**L Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) Contract Work Hours and Safety Standards Act

**L Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.10 - Restitution, criminal action.

- **Section Number:** 5.10
- **Section Name:** Restitution, criminal action.

(a) In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in Sec. 5.5 and the applicable statutes listed in Sec. 5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section 1(b)(2) of the Davis-Bacon Act.

(b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.



**Back to Top**

**Freedom of Information Act | Customer Survey**  
**Privacy & Security Statement | Disclaimers | E-mail to a Friend**

**U.S. Department of Labor**  
 Frances Perkins Building  
 200 Constitution Avenue, NW  
 Washington, DC 20210

**1-**  
**TTY:**



**U.S. Department of Labor**  
in the **21st Century**



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

**L Title 29** Labor

**L Chapter I** Office of the Secretary of Labor

**L Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) ; Contract Work Hours and Safety Standards Act

**L Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.11 - Disputes concerning payment of wages.

- **Section Number:** 5.11
- **Section Name:** Disputes concerning payment of wages.

(a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to Sec. 5.5(a)(9), or upon request of the contractor or subcontractor(s).

(b)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or Sec. 5.12(a)(1), the letter will so indicate.

(2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.

(3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under Sec. 5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall

issue a ruling on any issues of law known to be in dispute.

(2)(i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.

(ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.

(3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Administrative Review Board within 30 days of the date of the ruling, with a copy thereof the Administrator. The petition for review shall be filed in accordance with part 7 of this title.

(d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with Sec. 5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Administrative Review Board.



 [Back to Top](#)

---

**[Freedom of Information Act | Customer Survey](#)**  
**[Privacy & Security Statement | Disclaimers | E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



# U.S. Department of Labor

*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 11/1/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.12 - Debarment proceedings.

- **Section Number:** 5.12
- **Section Name:** Debarment proceedings.

(a) (1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in Sec. 5.1 other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in Sec. 5.1.

(2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in Sec. 5.1.

(b) (1) In addition to cases under which debarment action is initiated pursuant to Sec. 5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in Sec. 5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the

last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in Sec. 5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.

(2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

(c) Any person or firm debarred under Sec. 5.12(a)(1) may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such underpayments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes listed in Sec. 5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in Sec. 5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Administrative Review Board pursuant to 29 CFR part 7.

(d)(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list,

no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in Sec. 5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

(C) If no hearing is requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Administrative Review Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)(i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

(ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in Sec. 5.1. No particular form is prescribed for the submission of a

request under this section.

(4) Referral to the Chief Administrative Law Judge. The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

(5) Referral to the Administrative Review Board. If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Administrative Review Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983]



 [Back to Top](#)

---

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



# U.S. Department of Labor

*in the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.13 - Rulings and interpretations.

- **Section Number:** 5.13
- **Section Name:** Rulings and interpretations.

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in Sec. 5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

**U.S. Department of Labor**  
 Frances Perkins Building  
 200 Constitution Avenue, NW  
 Washington, DC 20210

1-  
 TTY:



# U.S. Department of Labor in the 21st Century



[www.dol.gov](http://www.dol.gov)

Search /

[By Topic](#) | [By Audience](#) | [By Top 20 Requested Items](#) | [By Form](#) | [By Organization](#)



**Content Last Revised: 4/29/83**



---DISCLAIMER---

**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts and Contract Work Hours and Safety Standards Act)

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.14 - Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.

- **Section Number:** 5.14
- **Section Name:** Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in Sec. 5.1 unless the statute specifically provides such authority.



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

1-  
TTY:



# U.S. Department of Labor

*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 8/5/96**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts) Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.15 - Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

- **Section Number:** 5.15
- **Section Name:** Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

(a) General. Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) Exemptions. Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.

(2) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(3) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens

or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).

(c) Tolerances. (1) The ``basic rate of pay'' under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and Sec. 778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the ``regular rate'' under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the ``basic rate'' under the Contract Work Hours and Safety Standards Act.

(3) See Sec. 5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

(4)(i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

(ii) The apprentice or trainee comes within the definition contained in Sec. 5.2(n).

(iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

(d) Variations. (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

(2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than 1½ times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and related services, shall not be deemed to be in violation of section 102 of the Contract Work Hour and Safety

Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if:

(i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

(A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

(B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;

(ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract.

(Reporting and recordkeeping requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1215-0140 and 1215-0017. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1215-0017)

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996]



 [Back to Top](#)

---

**[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)**

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



# U.S. Department of Labor

*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---



**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.16 - Training plans approved or recognized by Department of Labor prior to August 20, 1975.

- **Section Number:** 5.16
- **Section Name:** Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

(a) Notwithstanding the provisions of Sec. 5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of Sec. 5.5(a)(4)(ii)--including those relating to registration of trainees, permissible ratios, and wage rates to be paid--shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to Sec. 5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.



 [Back to Top](#)

---

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

---

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-**  
TTY:



**U.S. Department of Labor**  
*In the 21st Century*



[www.dol.gov](http://www.dol.gov)

Search /

By Topic | By Audience | By Top 20 Requested Items | By Form | By Organization



**Content Last Revised: 4/29/83**

---DISCLAIMER---

**CFR** Code of Federal Regulations Pertaining to ESA

↳ **Title 29** Labor

↳ **Chapter I** Office of the Secretary of Labor

↳ **Part 5** Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts : Contract Work Hours and Safety Standards Act

↳ **Subpart A** Davis-Bacon and Related Acts Provisions and Procedures

## 29 CFR 5.17 - Withdrawal of approval of a training program

- **Section Number:** 5.17
- **Section Name:** Withdrawal of approval of a training program.

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.



[Back to Top](#)

[Freedom of Information Act](#) | [Customer Survey](#)  
[Privacy & Security Statement](#) | [Disclaimers](#) | [E-mail to a Friend](#)

**U.S. Department of Labor**  
 Frances Perkins Building  
 200 Constitution Avenue, NW  
 Washington, DC 20210

1-  
 TTY:

# PROJECT MANUAL

## COFFEE SHOP AT THE ALVARADO TRANSPORTATION CENTER CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO  
G/S PROJECT NO. 02915.07



GREER STAFFORD/SJCF, Inc.  
Architecture Engineering Planning & Interior Design  
1717 Louisiana NE, Suite 205 505.821.0235  
Albuquerque, NM 87110-7027 FAX 505.821.0348

**TENENT IMPROVEMENTS  
COFFEE SHOP  
ALBUQUERQUE TRANSPORTATION  
CENTER (ATC)  
300 FIRST ST SW**

City of Albuquerque  
ALBUQUERQUE, NEW MEXICO

**ARCHITECT:**



GREER STAFFORD/SJCF, Inc.  
Architecture Engineering Planning & Interior Design  
1717 Louisiana NE, Suite 205 505.821.0235  
Albuquerque, NM 87110-7027 FAX 505.821.0348

PROJECT DATE: January 4, 2007  
PROJECT No.: 02915.07

SET No:

**PROJECT MANUAL**

**00 080 ARCHITECTURAL AND ENGINEERING FIRMS**

Architectural and engineering firms participating in this project are as follows:

ARCHITECT: Greer Stafford/SJCF, Inc.  
1717 Louisiana NE, Suite 205  
Albuquerque, NM 87110  
505/821-0235

ELECTRICAL ENGINEER: Stone Electrical Design  
2325 San Pedro NE, Suite 2B  
Albuquerque, NM 87110  
505/888-6266

MECHANICAL ENGINEER: Centers Consulting P.A.  
2400 Miles Road SE  
Albuquerque, NM 87106  
505/224-2770

**01 000 HIERARCHY OF INFORMATION**

- 5 Within the Drawings, if inconsistencies are found, written directions/instructions/notes take precedence over graphic illustrations; written dimensions over scaled; and large scale details over small scaled plans or sections; however, Contractor shall promptly bring to the Owner's and Architect's attention any discrepancies, inconsistencies, or ambiguities within the Drawings, or within the Contract Documents, prior to proceeding with the Work.

## PROJECT MANUAL TITLE SHEET

**City of Albuquerque  
ATC Coffee Shop  
300 First Street SW**

**OWNER:**

City of Albuquerque  
Transit Department  
Greg Payne, Director  
300 First Street SW  
Albuquerque, NM 87102  
(505) 764-6125  
[gpayne@cabq.gov](mailto:gpayne@cabq.gov)

**CITY PROJECT CONTACT:**

John C. Griego  
CIP Program Manager  
PO Box 1293  
One Civic Plaza, Room 7057  
Albuquerque, NM  
(505) 768-2555  
[jgriego@cabq.gov](mailto:jgriego@cabq.gov)

**DESIGN PROFESSIONAL OF RECORD:**

Scott Stafford, AIA  
1717 Louisiana, NE, Suite 205  
Albuquerque, NM, 87110  
(505) 821-0235  
[sstafford@greer-stafford.com](mailto:sstafford@greer-stafford.com)

**PROJECT ARCHITECT:**

Ailene O'Byrne, AIA  
1717 Louisiana, NE, Suite 205  
Albuquerque, NM, 87110  
(505) 821-0235  
[aobyrne@greer-stafford.com](mailto:aobyrne@greer-stafford.com)

## TABLE OF CONTENTS

### PROJECT MANUAL TABLE OF CONTENTS

#### CONTRACT CONDITIONS

|        |                                 |
|--------|---------------------------------|
| 00 000 | Table of Contents               |
| 00 080 | Architect and Engineering Firms |

#### 1. GENERAL REQUIREMENTS

|        |   |
|--------|---|
| 01 000 | Hierarchy of Information                            |
| 01 005 | Administrative Provisions                           |
| 01 040 | Project Coordination                                |
| 01 043 | Job Site Administration                             |
| 01 045 | Cutting and Patching                                |
| 01 060 | Regulatory Requirements                             |
| 01 065 | Special Project Requirements                        |
| 01 200 | Project Meeting                                     |
| 01 300 | Construction Progress Schedules/Schedules of Values |
| 01 340 | Shop Drawings, Product Data and Samples             |
| 01 400 | Quality Control                                     |
| 01 500 | Temporary Facilities and Controls                   |
| 01 600 | Material and Equipment                              |
| 01 630 | Material Substitution                               |
| 01 700 | Contract Closeout                                   |
| 01 710 | Cleaning  |
| 01 730 | Operating and Maintenance Data                      |

#### 2. SITE WORK

|       |                             |
|-------|-----------------------------|
| 02050 | Demolition                  |
| 02870 | Site and Street Furnishings |

#### 3. CONCRETE

|        |               |
|--------|---------------|
| 03 000 | Concrete Work |
|--------|---------------|

#### 4. MASONRY

|        |                     |
|--------|---------------------|
| 04 400 | Granite Countertops |
|--------|---------------------|

#### 5. METALS

|        |                           |
|--------|---------------------------|
| 05 400 | Cold Formed Metal Framing |
| 05 500 | Metal Fabrications        |

#### 6. WOOD AND PLASTICS

|        |                 |
|--------|-----------------|
| 06 100 | Rough Carpentry |
| 06 410 | Custom Cabinets |

- 7. THERMAL AND MOISTURE PROTECTION**
  - 07 900 Caulking and Sealants
  
- 8. DOORS AND WINDOWS**
  - 08 100 Hollow Metal Work
  - 08 210 Wood Doors
  - 08 330 Rolling Security Gate
  
- 9. FINISHES**
  - 09 260 Gypsum Wallboard System
  - 09 300 Tile
  - 09 900 Paint
  
- 10. SPECIALTIES**
  - Not Used
  
- 11. EQUIPMENT**
  - Not Used
  
- 12. FURNISHINGS**
  - Not Used
  
- 13. SPECIAL CONSTRUCTION**
  - Not Used
  
- 14. CONVEYING SYSTEMS**
  - Not Used
  
- 15. MECHANICAL**
  - 15 010 General Mechanical Requirements
  - 15 250 Mechanical Systems Insulation
  - 15 401 Building Water Supply System
  - 15 405 Building Soil and Waste System
  - 15 450 Plumbing Fixtures, Trim and Equipment
  - 15 800 Air Tempering System
  - 15 990 Testing, Adjusting and Balance
  
- 16. ELECTRICAL**
  - Electrical Specifications are in the drawings

**01 005 ADMINISTRATIVE PROVISIONS**

- 5 1.01 Construction Industries Licensing Act:  
 Contractor shall comply with the New Mexico Construction Industries Licensing Act, the rules and regulations of the New Mexico Construction Industries Division and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.
- 10 1.02 Minimum Wage Rates:  
 Contractor to comply with New Mexico "Public Works Minimum Wage Act" (Section 13-4-10/13-4-17, N.M.S.A., 1978) (as amended). See Also David Bacon and Copeland Anti-Kickback Act 29 CFR Part 3 and Part 5, which are
- 15 incorporated by reference into this contract.
- 1.03 Shoring, Anchoring and Bracing:  
 Contractor shall provide temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely rigid and stable. The contractor shall be responsible for any damage resulting from failure to provide such temporary shoring, anchoring or bracing. The Contractor will comply with all
- 20 OSHA regulations.
- 1.04 Temporary Facilities:  
 Contractor shall furnish materials and labor to build temporary buildings, provide sanitary arrangements and telephone, and include costs of such facilities in his Bid Proposal. This work shall be in accordance with the following specifications:
- 25
- 30 1. Temporary Buildings:  
 Weatherproof storage sheds and field offices in locations directed by the Owner. The field office shall have lights, heat, and a telephone with unlimited and continuous local service, and shall be used by both the Contractor and Owner or his representatives.
- 35 2. Temporary Sanitary Arrangements:  
 Toilet facilities maintained in sanitary condition, as approved by health officer, and remove with all contents at completion of job.
- 40 3. Additional Utilities & Facilities:  
 Section 01 500, TEMPORARY FACILITIES & CONTROLS.
- 1.05 Description:  
 Each division or section of the Specifications shall be deemed to have as its leading paragraph the following, which shall become part of each section or
- 45 division as if written out in full: "Description: Contractor performing this work shall furnish all labor, equipment, tools, appurtenances and materials, except those specified to be furnished by others, and pay all special taxes or permits necessary

to complete all work as hereinafter required or as shown or called for on the drawings and by these specifications".

- 5 1.06 Substitution of Equipment & Unspecified Products:  
After execution of the Agreement, substitutions other than those specifically named in the Contractor Documents will be approved by the Owner only if (1) the equipment proposed for substitution is equal to and/or superior to equipment named, in construction, efficiency and utility and (2) the equipment named in the Specifications cannot be delivered to the job in time to complete the Work in proper sequence to the work of the other Contractors DUE TO CONDITIONS BEYOND THE CONTROL OF THE CONTRACTOR. To receive consideration, written requests for substitution must be submitted to the Owner and Architect, accompanied by documentary proof of equality or differences in price and delivery, if any, in the form of certified quotations from the suppliers of BOTH specified and proposed equipment. In case of a difference in price, Owner will receive all benefits of the difference in cost involved in any substitution and a deductive change order will be issued to credit Owner with any savings by reason of the approved substitution. No substitution request shall be deemed granted until and unless the substitution has been approved by the Owner, Contractor and Architect specifying any credit due Owner.
- 10
- 15
- 20
- 1.07 Contractor's Guarantee:  
Contractor expressly warrants and guarantees the Work (including labor and materials) for a period of one (1) year from date of Substantial Completion. Contractor's guarantee (together with any additional guarantees or warranties required in the Specifications or the Contract Documents, to be secured if necessary from Manufacturers and Subcontractors) shall be delivered to Owner in a form acceptable to Owner in conformance with the requirements of the Contract Documents as a condition precedent to final payment being due.
- 25
- 30
- 1.08 Certificate of Occupancy:  
Contractor shall obtain Certificate of Occupancy from the City Building Department prior to Final Completion.
- 35
- 1.09 Time of Commencement and Substantial Completion:  
See Agreement (Division 0, Section 00500); see also General Conditions, Article 8 (Division 0, Section 00700) and Supplemental Conditions.
- 40
- 1.10 Progress Payments/Applications for Payment:  
See Article 9 of General Conditions (Division 0, Section 00700). See also Supplementary Conditions (Division 0, Section 00800). Requests for payment should be figured carefully.
- 45
- 1.11 Contractor Use of Premises/Owner Occupancy:  
Various portions of the Project Site may or will be utilized by Owner and the public, during the time the Work is being performed. Contractor shall schedule and coordinate the Work to minimize disruption to such usage and shall take all precautions to avoid injury to person or property resulting from Contractor's

5 activities. Contractor shall limit use of the Project Site to matters essential to performing the Work and confine construction operation to those areas designated on the Drawings. Contractor shall keep existing entrances and driveways serving the project site clear and available for use by the Owner, and the general public, unless limiting such access has been previously approved by Owner in writing. Materials/equipment will be stored only in areas designated by Owner and Contractor assumes full responsibility for the protection and safekeeping of such materials/equipment. Contractor shall keep interior areas (such as hallways, stairs, lobbies, and toilet room) free from accumulation of waste materials, rubbish, or construction debris.

10 Parking for construction vehicles is limited. You will be allowed one (1) vehicle along the north side of the building and four (4) vehicles along the east side. Any variations will need to be approved in writing from the Transportation Director.

15 1.12 Coordination:

Contractor shall coordinate work of the various sections of specifications to assure efficient and orderly sequence of the Work.

20 With regards to any pre-existing improvements or Work in place not part of the Work under the Agreement, Contractor shall make proper connections and joinings with existing services, utilities, pavings and grades as indicated and provide all necessary materials, equipment, anchors fastenings, etc., required for connections and joinings. Report all discrepancies of existing conditions to the Architect.

25 Contractor shall coordinate the activities of all trades and all subcontractors, and be responsible to insure that all aspects of the work and the interrelationship of the Work is fully understood by all persons performing any part of the Work. No additional cost shall accrue to the Owner as a result of any lack of such coordination of understanding.

30 Contractor shall verify that characteristics of elements of interrelated operating equipment are compatible and coordinate work of various sections having interdependent responsibilities for installing, connecting to, placing in service, such equipment.

35 Contractor shall coordinate and comply with applicable requirements of Division 15 sections for mechanical provisions and of Division 16 sections for electrical provisions within units of general work. Refer to Division 15 and Division 16 sections for characteristics of mechanical and electrical services to be connected to units of general work, and provide units manufactured/fabricated for proper connection and utilization of available services as indicated.

40 Unless otherwise indicated in the Contract Documents, in finished areas conceal pipes, ducts and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

5 Contractor shall coordinate Work under this Contract with the Work of other contracts. Make proper connections and joinings with services, utilities, etc. as indicated. Provide all necessary material, equipment, anchors, fastenings, etc., required for connections and joinings.

10 1.13 Field Engineering: N/A

15 1.14 Reference Standards:  
For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. The date of the standard is that in effect as of Bid Opening, except when a specific date is specified.

20 **END OF SECTION**

**01 040 PROJECT COORDINATION****Description:**

5 Contractor shall coordinate the work of all trades and Subcontractors on the job. It shall be Contractor's responsibility to see that all aspects of the Work and the interrelationships of all Work are fully understood by all persons performing any part of the Work. No additional cost shall accrue to Owner as a result of any lack of such coordination or understanding. Contractor shall assure appropriate scheduling, submittals and work of various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

**Meetings:**

15 Contractor shall hold appropriate pre-installation conferences with personnel and Subcontractors to assure coordination of work.

**Coordination of Submittals:**

20 Contractor shall schedule and coordinate submittals and shall coordinate the work of each section having interdependent responsibilities for installing, connecting to and placing in service listed equipment. Contractor shall also coordinate requests for substitutions to assure compatibility of effect on work of other sections.

**Coordination of Construction Schedule:**

25 The Contractor shall schedule and coordinate all work. They shall also prepare a project critical path schedule as required by Section 3.10 of the General Conditions.

**Coordination of Contract Closeout:**

30 Coordinate: Completion and clean-up of work of separate sections in preparation for Substantial Completion.

Contractor shall prepare "punch list" for final walkthrough.

35 Coordinate access to site: By various sections (after Owner occupancy of premises), for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

40 Assemble and coordinate: Closeout documentation as specified in Section 0700.

**END OF SECTION**

45

**01 043      JOB SITE ADMINISTRATION**

In addition to the requirements under the General Conditions (Division 0, Section 00700), Contractor shall have the following job site administration responsibilities.

**Personnel and Responsibility:**

- A. Provide competent administration and supervisory personnel.
- B. The Contractor shall at all times be present at the Work in person or represented by a competent superintendent who shall supervise and direct the Work and shall be authorized by the Contractor to receive and fulfill instruction from the Architect.
- C. The Contractor shall, at all times during working hours, be represented in all matters pertaining to this Project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the Architect to the Contractor's superintendent on the Work shall be considered as having been given to the Contractor. Before any Work is done at the job site, the Contractor shall give written notice to the Architect stating who the Contractor's superintendent will be, giving his home address and telephone number. The Architect shall be informed in writing prior to any change of general superintendent. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.

**Survey Lines and Levels:**

Work from lines and levels indicated on Drawings, calculate and measure required dimensions as shown within recognized tolerance, if not otherwise indicated. Do not scale Drawings to determine dimensions. Continuously advise tradesmen performing the work of marked lines and levels provided for use in layout work.

**Limiting Exposures of Work:**

None of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposures during construction period. Such exposures include (where applicable but not by way of limitation) static loading, dynamic loading, internal pressures, external humidity, air contamination or pollution, water, ice, solvents, chemicals light, radiation, puncture, abrasion, heavy traffic soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping or handling, theft and vandalism.

**END OF SECTION**

**01 045 CUTTING AND PATCHING**

**PART 1 GENERAL**

5

**RELATED DOCUMENTS:**

Drawings, Agreements, including General and Supplementary Conditions, and Division 1 Specification sections, apply.

10 **DESCRIPTION:**

Execute cutting, fitting and patching (including attendant excavation and backfill) required to complete the Work or to make its several parts fit together properly; uncover portions of the Work to provide for installation of ill-timed Work; remove and replace defective Work; remove and replace work not conforming to requirements of Contract Documents; or to allow for installation of new Work interconnecting with existing construction.

15

20

In addition to Contract requirements, upon written instructions of the Architect to uncover Work to provide for observation or to remove Work to provide for alteration of existing Work.

Do not endanger Work by cutting or altering Work or any part of it.

**SUBMITTALS:**

25

Submit a written request to the Architect well in advance of executing any cutting or alteration where the structural integrity Work is involved. Request to include the description of affected Work; necessity for cutting; effect on other Work or on structural integrity of the Work. Describe the proposed Work stating the scope of cutting and patching; the trades who will execute the Work; the extent of refinishing to be done and date and time the Work will be accomplished.

30

**PART 2 PRODUCTS**

35 **MATERIALS:**

Comply with specifications and standards for each specific product involved. Use materials identical to the original where feasible.

**PART 3 EXECUTION**

40

**INSPECTION:**

Inspect existing conditions of the Work, including elements subject to damage or to movement during cutting and patching. After uncovering Work, inspect the conditions affecting the installation of Products or performance of the Work.

45

5 Report unsatisfactory or questionable conditions to the Architect in writing; do not proceed with the Work until the Architect has provided further instructions. Approval by the Architect to proceed with cutting and patching does not waive the right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

**PREPARATION:**

10 Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work. Provide devices and methods to protect other portions of the Work from damage. Provide adequate protection from the elements for portions of the Work exposed during the cutting and patching operations.

**PERFORMANCE:**

15 Execute cutting and demolition by methods which will prevent damage to other Work and will provide proper surfaces to receive installation of repairs. Execute excavating and backfilling by methods which will prevent settlement or damage to other Work. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

20 Restore Work which has been cut or removed; install new products to provide completed Work in accordance with requirements of the Contract Documents. Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish the entire unit.

30 **END OF SECTION**

**01 060 REGULATORY REQUIREMENTS**

**CONSTRUCTION INDUSTRIES LICENSING ACT:**

5 Contractor shall comply with the New Mexico Construction Industries Licensing Act, the rules and regulations of the New Mexico Construction Industries Division and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.

**MINIMUM WAGE RATES:**

10 Contractor to comply with New Mexico "Public Works Minimum Wage Act" (Section 13-4-10/13-4-17, N.M.S.A., 1978) (as amended). See Also David Bacon and Copeland Anti-Kickback Act 29 CFR Part 3 and Part 5, which are incorporated by reference into this contract.

**CODES & REGULATIONS:**

15 The Codes and Regulations under which the Project's documents have been prepared and under which this contract's Work and Project shall be constructed include:

- 20 New Mexico Building Codes - 2003
- International Building Code - 2003
- Uniform Plumbing Code - 2003
- Uniform Mechanical Code - 2003
- 25 National Electrical Code - 2002
- National Electrical Safety Code - 2002
- International Energy Conservation Code - 2003
- International Existing Building Code - 2003
- NFPA Life Safety Code 101 - 1997
- NFPA Fire Prevention Code 1 - 1997
- 30 Other Federal and local requirements applicable and/or referenced.

**HANDICAP ACCESSIBILITY STANDARDS:**

35 Where applicable and where indicated on the drawings and specifications, all materials, products, workmanship and installations shall conform to current requirements of the federal "Americans with Disabilities Act" (ADA) and all other state and local agencies and regulations having jurisdiction.

**SAFETY STANDARD AND ACCIDENT PREVENTION:**

40 With respect to all work performed under this contract, the Contractor shall:

40 Comply with the safety standards provisions of applicable laws and the requirements of the Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), including but not limited to OSHA Standards

45 Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

**ENVIRONMENTAL REQUIREMENTS:**

Comply with the following:

5

Products/Materials shall not contain asbestos, mercury or lead.

Products/Materials shall meet all applicable federal, state and local laws pertaining to Volatile Organic Compound (VOC) content and evaporation levels.

10

In locations where specified Products/Materials are prohibited, the Architect shall be notified in writing and the proper Products/Materials shall be substituted.

**BUILDING PLAN REVIEW & PERMIT:**

The Owner has submitted the Bidding Documents for Code Plan Review. The Building Permit and other fees shall be included in the cost of the Work being bid.

15

**END OF SECTION**

**01 065 SPECIAL PROJECT REQUIREMENTS**

**PART 1 GENERAL**

**DESCRIPTION:**

- 5           A.     Safety Requirements.
- B.     Fire Protection.
- 10          C.     Utilities.
- D.     Site Access.

**SAFETY REQUIREMENTS:**

15           Construction work shall be carried out using procedures and techniques which will assure full protection for persons within the building and on site whether part of the Contractors forces or other persons.

**FIRE PROTECTION:**

20           Provide portable fire extinguisher in each area so that fires may receive immediate response. Assure that workers know where extinguishers are located and know how to use them. Extinguishers shall be UL rated.

**UTILITIES:**

- 25          A.     Coordinate all utility shut-downs, street blockades, access limitations and similar activities which affect the operation of the Transportation Center, the neighbors with the Architect, or the City.
- 30          B.     Protect facilities, grounds and equipment from damage due to shut-down and start up of utility. Repair of damage to property is the Contractor's responsibility.
- C.     The Contractor shall arrange for all spotting of lines by utility companies in advance of any excavation work. The following procedures shall be followed:

**SITE ACCESS:**

35           Construction vehicles to enter construction site from areas coordinated with The Albuquerque Transportation Center. 1 vehicle will be allowed along the north side and the building and 4 vehicles along the east side.

**BUILDING ACCESS:**

40           Access to the building and/or site to be coordinated with the Architect and the Owner's representative. Unscheduled tours, visitations etc., are to be reported to A.P.S. Facilities Planning and Construction.

45

**END OF SECTION**

**01 200 PROJECT MEETING**

**PART 1 GENERAL**  
**REQUIREMENTS INCLUDED:**

5

- A. Contractor's administration. Progress meetings.

10

**PROGRESS MEETINGS:**

- A. Schedule and administer: Project meeting once a week throughout progress of Work.

15

- B. Meetings held: At Project Site with Job Superintendent and major Subcontractors involved with current work to review progress and schedule, Architect will be invited.

20

**END OF SECTION**

**01 300 CONSTRUCTION PROGRESS SCHEDULES/SCHEDULES OF VALUES****PART 1 GENERAL**

5 Submit initial progress schedules and schedule of values in duplicate within 7 days of the City's Notice to Proceed. After review by Architect revise and resubmit as required. Submit revised schedules with first Application for Payment and each subsequent Application for payment, reflecting changes since previous submittal.

**10 CONSTRUCTION PROGRESS SCHEDULES:**

- A. Submit Construction Progress Schedule to Architect at weekly job site meeting.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of time of each Application for Progress Payment.
- 15

**SCHEDULE OF VALUES:**

- A. Submit Schedule of Values on form approved by Owner. Contractor's standard form of media-driven printout will be considered on request.
- 20
- A. Format: Typed schedule on standard form or electronic media printout approved by Architect. Sum of all values shall equal total Contract Sum.
- B. Content: Use sample Schedule of Values form included at the end of this section to facilitate breakdown of project into Unifomat Level III categories shown. Provide sufficient detail to allow computation of values for progress payments during construction.
- 25
- D. Include, in each line item, directly proportional amount of Contractor's overhead and profit.
- 30
- E. Review schedule to list Change orders as part of each application for payment.

35

**END OF SECTION**

**01 340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES****PART 1 GENERAL****5 RELATED DOCUMENTS:**

Drawings, Agreement, General and Supplementary Conditions, and Division 1 Specification sections, apply to work of this section. See particularly Paragraph 4.12 of General Conditions.

**10 SHOP DRAWINGS:**

Include specially prepared data for this project; including drawings, diagrams, performance curves, schedules, calculations, instructions, measurements and similar information. Present drawings in a clear, thorough manner. Identify details by reference to sheet, schedule or room number.

15

**PRODUCT DATA:**

A. Product data includes standard printed information on materials, products and systems not specially prepared for this project.

20

B. Preparation: Clearly mark each copy to identify pertinent products or models. Show performance characteristics and capacities. Show dimensions and clearances required. Show wiring and piping diagrams and controls. Supplement manufacturers' standard data to provide information unique to the Work.

25

C. Manufacturer's standard schematic drawings and diagrams: modify to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work. Submit Manufacturer's printed instructions for delivery, storage, assembly, installation start-up, adjusting and finishing, in quantities specified for Product Data.

30

**SAMPLES:**

A. Samples include physical examples of materials, products and units of work; either for limited visual inspection or for more detailed testing and analysis.

35

B. Mock-ups are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.

40

C. Submit full range of manufacturer's standard colors, texture, and patterns for Architect's selection. Submit samples for selection of finishes within 30 days after Notice of Award or as noted in Sections. Submit samples to illustrate selected colors and functional characteristics of product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work. Include identification on each sample, giving full information.

45

Reviewed samples which may be used in the Work are indicated in Specification

sections.

- D. Field Samples: Provide samples of finishes at Project as requested. Install sample complete and finished. Acceptable samples in place may be retained in completed Work.
- E. Sufficient size and quantity to clearly illustrate: Functional characteristics of the product with integrally related parts and attachment devices, full range of color, texture and pattern.

**SUBMISSION REQUIREMENTS:**

- A. Deliver submittals (Shop Drawings, Product Data, and Samples) to Architect at address listed on Title page. Identify Project, Contractor, Subcontractor, Major Supplier; identify pertinent Drawing sheet and detail number and Specification section number, as appropriate. Identify any deviations from Contract Documents. Show Contractor's executed review and approval marking and provide space for Architect's marking. Submittals which are received from sources other than through Contractor's office will be returned by Architect "without action."
- B. Comply with Subparagraph 3.10.2 of General Conditions as to submittal schedule to Owner and Architect. Comply with progress schedule for submittals related to work progress (see also Section 01300). Coordinate submittal of related items. Make submittals sufficiently in advance of construction requirements to allow adequate time for review and rechecking, if necessary.
- C. Revise and resubmit, identifying changes since previous submittals, any submittals rejected, for further review.
- D. Make submittals promptly and in such sequence as to not cause delay in the Work. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of Architect's review with another.
- E. Do not make any submittals for products which have not received prior approval from the Architect.

**NUMBER REQUIRED:**

- A. Shop Drawings and Product Data: Submit the number of copies which the Contractor requires plus two copies for the Architect and one for the Owner.
- B. Do not begin fabrication or work which requires submittals until the return of the submittals with the Architect's approval thereof.
- C. Make any corrections or changes required by the Architect and resubmit, identifying any changes since previous submittal, for further review.

**CONTRACTOR RESPONSIBILITIES:**

Review Shop Drawings, Product Data and Samples prior to submission. Determine and verify: Field measurements, field construction criteria, catalog numbers and similar data and conformance with specifications. Failure to do so will cause return of submittal without consideration. Contractor shall be liable for any delays or other costs caused by inaccurate or inadequate submittals. Submittals will be reviewed by Architect to verify that Contractor is making the dimension drawings required for his construction layout. Approval of these submittals by Architect does not relieve Contractor of compliance with Contract Documents.

**DISTRIBUTION:**

Distribute copies of submittals which carry the Architect's stamp to: Subcontractors, Supplier or Fabricator or other affected subcontractors. Maintain one set of each submittal at project site, available for reference by Architect and others.

**END OF SECTION**

**01 400      QUALITY CONTROL****PART 1      GENERAL**5      **DESCRIPTION:**

- A.      General Quality Control
- B.      Workmanship
- 10      C.      Manufacturer's Instructions
- D.      Manufacturer's Certificates
- E.      Mockups
- 15      F.      Manufacturer's Field Services

**RELATED REQUIREMENTS:**

- 20      A.      Document 00700. GENERAL CONDITIONS, Inspection and Testing Required by Governing Authorities.
- B.      Section 01345. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, Submittal of Manufacturer's Instructions.
- 25      C.      Section 01600. MATERIALS AND EQUIPMENT, Storage and Protection.

**QUALITY CONTROL GENERAL:**

- 30      A.      Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- B.      Defective Work. May be rejected when it does not conform in Contract Requirements.

35      **WORKMANSHIP:**

- A.      Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- 40      B.      Perform work by persons qualified to produce workmanship of specified quality.
- C.      Secure product with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

45

**MANUFACTURERS' INSTRUCTIONS:**

Comply with instructions, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

5

**MANUFACTURERS' CERTIFICATES:**

Submit Manufacturers' certificate, in duplicate, stating that products meet or exceed specified requirements.

10

**MANUFACTURERS' FIELD SERVICES:**

A. Require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.

15

B. Submit written report to Architect listing observations and recommendations.

20

**END OF SECTION**

**01 500      TEMPORARY FACILITIES AND CONTROLS**

**PART 1      GENERAL**

5      **DESCRIPTION:**

- A.      Sanitary Facilities
- B.      Heat
- 10      C.      Water
- D.      Drinking Water
- 15      E.      Power

**RELATED REQUIREMENTS:**

Document 00700: GENERAL CONDITIONS.

20

**UTILITIES:**

Provide, without delay, temporary utilities needed to accomplish the work.

**PART 2      PRODUCTS**

25

Not applicable.

**PART 3      EXECUTION**

**SANITARY FACILITIES:**

30

Provide approved chemical toilets throughout period of construction except as noted herein. Keep toilets properly serviced to prevent undue stench and to assure cleanliness.

35      **HEAT:**

Provide temporary heat as required to properly protect work and enhance workmanship. Use caution not to place temporary space heaters where they may cause overlay rapid drying or other harm to adjacent materials.

40      **WATER:**

Contractor shall make water available for construction at locations to be designated prior to construction.

**DRINKING WATER:**

45

Clean source, approved by local health officer, dispensed either from a bubbler with guarded orifice or from push-button dispenser. Use of common drinking cups, dipper, canteens or dipping of water from containers is prohibited.

**POWER:**

5

Provide temporary electric power of adequate capacity to light work sufficiently to assure safety of workers and good workmanship and to operate power equipment.

10

**END OF SECTION**

**01 600 MATERIAL AND EQUIPMENT**

**PART 1 GENERAL**

5 **DESCRIPTION:**

- A. Products.
- B. Transportation and Handling.
- 10 C. Storage and Protection.
- D. Product Options.
- E. Product List.
- 15 F. Substitutions.
- G. Systems Demonstration.

20 **RELATED REQUIREMENTS:**

- A. Document 00 700. GENERAL CONDITIONS, for Construction.
- B. Section 01 400. QUALITY CONTROL, Submittal of Manufacturers' Certificates.
- 25 C. Section 01 700. CONTRACT CLOSEOUT, Operation and Maintenance Data.

**PRODUCTS:**

- A. Products include material, equipment and systems.
- 30 B. Comply with Specifications and referenced standards as minimum requirements.

Components required to be supplied in quantity within a Specification section shall be the same and shall be interchangeable.

35 **TRANSPORTATION AND HANDLING:**

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- 40 B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

45

**STORAGE AND PROTECTION:**

- 5 A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- 10 B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- 15 D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

**PRODUCT OPTIONS:**

- 20 A. Products Specified by reference Standards or by Description Only. Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions. Submit a request for substitution for any manufacturer not specifically named.
- 25 C. Products Specified by Naming Several Manufacturers. Products of named manufacturers meeting specifications. No options, no substitutions allowed.
- 30 D. Products Specified by Naming Only One Manufacturer. No options, no substitutions allowed.

**LIMITATIONS ON SUBSTITUTIONS:**

- A. During Bidding Period, see Instructions to Bidders.
- 35 B. Substitutions will be considered after bids are received only when a product becomes unavailable due to no fault of Contractor. See also Section 01 005 "Administrative Provisions."
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- 40 D. Any substitution request constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - 2. Will provide the same warranty as specified product.
  - 45 3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
  - 4. Waives any claims for additional costs arising from the substitution.

- 5
- E. If substitutions proposed by Contractor create the need for additional design work, Contractor shall reimburse Owner for these services and any other expenses involved therein.
- F. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data Submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- 10 G. Architect and Owner will determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- 15 H. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

**SYSTEMS DEMONSTRATION:**

- 20 A. Prior to final inspection, demonstrate operation of each system to Architect and Owner.
- B. Instruct Owner's personnel in operation, adjustment and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

25

**END OF SECTION**

**SECTION 01 630****PRODUCT SUBSTITUTION PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes requirements for product options and substitution procedures.

**1.2 PRODUCT OPTIONS**

- A. For products specified by reference standards or by description only, provide any product meeting those standards or description.
- B. For products specified by naming one or more manufacturers with the designation that no substitutions are allowed, provide only named products.
- C. For products specified by naming one or more manufacturers, provide named products and approved substitute products listed in Addenda, or submit a request for substitution in accordance with Paragraph 1.3.

**1.3 SUBSTITUTIONS**

- A. Architect will consider written requests for substitutions if one or more of these conditions exist:
  - a. Unavailability of specified products through no fault of Contractor.
  - b. Qualified installer is not available for specified product.
  - c. Substitution is required for compliance with final interpretation of code requirements or insurance regulations.
  - d. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
  - e. Refusal of manufacturer to certify or guarantee performance of the specified product as required.
- 1. Submit separate request for each substitution with Form 01632 - Contractor Substitution Request Form. Copy of form follows this Section. Provide data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.
- 2. Architect will determine acceptability of proposed substitutions and notify Contractor in writing. Accepted substitutions will be included by Change Order with associated modifications of contract amount and time.
- 3. Substitutions will not be considered after contract award if indicated or implied on shop drawings and product data submittals.

- B. Use of approved substitution listed in Addenda or request for substitution after Contract award shall constitute representation that Contractor:
1. Has investigated product and determined it meets or exceeds quality level of specified product.
  2. Will provide same warranty for substitution as for specified product.
  3. Will coordinate installation and make changes to other work required to accommodate accepted substitution and complete Work.
  4. Waives claims for additional costs or time extensions related to substitutions which later become apparent.
- C. Procedure: Submit 3 copies of request for substitution. Limit each request to one proposed substitution. Include in request:
1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  2. For products:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature containing product description, performance and test data, and reference standards.
    - c. Samples as required.
  3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  4. Itemized comparison of proposed substitution with product specified.
  5. Data relating to changes in construction schedule.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**

**01 700 CONTRACT CLOSEOUT**

**PART 1 GENERAL**

5 **DESCRIPTION:**

A. Work included:  
Provide an orderly and efficient transfer of the completed work to the Owner.

10 B. Related work:  
1. Documents affecting work of this section include but are not necessarily limited to the Agreement, General Conditions, Supplementary Conditions, and sections in Divisions 1-16 of these specifications.  
2. Activities relative to Contract Closeout are described in but not  
15 necessarily limited to Article 9 of the General Conditions.  
3. "Substantial Completion" is defined in Paragraph 8.1.3 of the General Conditions.

**QUALITY ASSURANCE:**

20 Prior to requesting inspection by the Architect, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

**PROCEDURES:**

25 A. Substantial Completion:  
1. Prepare and submit list required by the first sentence of Paragraph 9.8.1 of the General Conditions and submit appropriate certification on form approved by Owner that Work is substantially complete.  
30 2. Within a reasonable time after receipt of the list, Architect will inspect to determine status of completion.  
3. Should architect determine that the Work is not substantially complete:  
a. Architect will promptly notify Contractor in writing, giving the reasons therefore.  
35 b. Contractor shall remedy the deficiencies and notify Architect when ready for re-inspection.  
c. Architect will reinspect the work.  
d. Contractor will be liable to Owner for any additional changes of Architect.  
4. When Architect determines that the Work is substantially complete:  
40 a. Architect will prepare a "Certificate of Substantial Completion" on form acceptable to Owner, accompanied by Contractor's list of items to be complete or corrected, as verified by Architect.  
b. Architect will submit the Certificate to Owner and to Contractor for their written acceptance of the responsibilities assigned to them in the certificate.  
45

B. Final Completion.  
1. Prepare and submit notice required by the first sentence of paragraph 9.9.1 of the General Conditions.  
50

2. Verify work is complete including but not necessarily limited to the items mentioned in Paragraph 9.9.2 of the General Conditions.
3. Certify on form acceptable to Owner that:
- a. Contract Documents have been reviewed;
  - b. Work has been inspected for compliance with the Contract documents;
  - c. Work has been completed in accordance with the Contract Documents;
  - d. Equipment and systems have been tested as required, and are operational;
4. Architect will make an inspection to verify status of completion.
5. Should Architect determine work is incomplete or defective:
- a. Architect promptly will so notify Contractor in writing, listing incomplete or defective work.
  - b. Contractor shall remedy deficiencies promptly and notify Architect when ready for re-inspection.
- C. Closeout Documents include those required under the General Conditions (especially Paragraph 9.9.2) together with (all of which must be provided as a condition precedent to final payment):
1. Project Record Documents.
  2. Contractor/Subcontractor/Manufacturer Warranties/Guarantees.
  3. Evidence of Compliance with requirements of governmental agencies having jurisdiction over Project, including but not necessarily limited to Certificates of Inspection and Certificate of Occupancy.
  4. Any required Certificates of Insurance for products and completed operations; Affidavit of Payment of Debts and Claims; Contractor's Affidavit of Release of Liens; and Consent of Surety Company to Final Payment, all on forms acceptable to Owner.
  5. List of subcontractors, service organizations and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends and holidays.
  6. Operating and Maintenance Data (Section 01730).

**SUPPLEMENTARY CLOSEOUT PROCEDURES/REQUIREMENTS OF OWNER:**

To the extent not otherwise covered in the Contract Documents, the following are additional Closeout Procedures and Requirements of the Owner.

- A. Architect will notify the Director of the Department of Facilities Planning and Construction when Contractor certifies the Work is Substantially complete. The Substantial Completion inspection will then be scheduled with the following people in attendance:
1. Representative of Owner.
  2. Architect.
  3. Contractor and principal Subcontractors.
- B. As part of Substantial Completion, the following items must be furnished to Owner:
1. All keys, tagged and identified.
  2. Certificate of Occupancy.

3. The Contractor shall sign and forward to the Architect who will complete and return the attached (001700-5) Certificate of Asbestos Free Construction (EPA AHERA 40 CFR 763.99 Paragraph (7) c.).

5

C. The Contractor will provide all bonds, guarantees and warranties as soon as possible after Substantial Completion. The three Mechanical System Operations Manuals will be per Section 01730.

10

**END OF SECTION**

**01 710      CLEANING**

**PART 1      GENERAL**

5      **DESCRIPTION:**

- A.      Work included: The provisions of the cleanliness for the building premises and site throughout the construction period and final cleaning.
- B.      Related work described elsewhere: Comply with all requirements for cleaning described in various sections of these specifications.

**QUALITY ASSURANCE:**

Inspection:

Conduct daily and more often as necessary to verify that acceptable standards of cleanliness are being met and maintained.

**PART 2      PRODUCTS**

**CLEANING MATERIALS AND EQUIPMENT:**

Provide all personnel, compatible materials and equipment needed to maintain and approved standard of cleanliness.

**PART 3      EXECUTION**

**PROGRESS CLEANING:**

Site and Structure:

As required, inspect and remove all scrap, debris, and waste materials, clean weekly and more often if necessary with all means necessary to ensure a "broom clean" condition, acceptable to the Architect/Engineer.

**FINAL CLEANING:**

- A.      "Clean" for the purpose of this article shall be interpreted as meaning the level of cleanliness provided by commercial maintenance subcontractors using commercial building maintenance equipment and materials to ensure the Owner can accept a completely clean project.
- B.      Should the Owner occupy any portion of the work prior to final acceptance, the provisions of the General Conditions of the contract shall apply.

**END OF SECTION**

**01 730 OPERATING AND MAINTENANCE DATA**

**PART 1 GENERAL**

5

**RELATED DOCUMENTS:**

Drawings, Agreement, General and Supplementary Conditions, and Division 1 Specification sections apply.

10

**REQUIREMENT:**

Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract Documents. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections.

15

Instruct Owner's personnel in the maintenance of products and the operation of the equipment and systems.

**FORM OF SUBMITTAL:**

20

Prepare data in the form of an instructional 3 ring binder manual for use by Owner's personnel.

**CONTENT OF MANUAL:**

25

List with each product, the name, address and telephone number of Subcontractor or installer; local source of supply for parts and replacement. Include only those sheets of Product Data which are pertinent to the specific product. Include written text to supplement product data for the particular installation.

30

**SUBMITTAL:**

Submit three copies, within thirty days after substantial completion.

**INSTRUCTION OF OWNER'S PERSONNEL:**

35

Prior to final inspection, instruct the Owner's personnel in the operation, adjustment and maintenance of all products, equipment and systems. Review the contents of the Operation and Maintenance Manual in full detail to explain all aspects of operations and maintenance.

40

**END OF SECTION**

**END OF DIVISION**

**02 050      DEMOLITION****PART 1      GENERAL**

5

**DESCRIPTION:**

Demolition work for remodeling and replacement of work within existing remaining building shall be done by subcontractors and trades who shall be responsible for removing equipment and materials from the building. Items removed shall become remain the property of Owner, Refer Section 01 200, who shall also be responsible for disposing of it as waste or salvage.

10

Demolition work is not specified in detail. Much of the work will be implied by indications on the drawings. For example, removing of a wall may involve removal and patching of the surface preparatory for new finish; piping being removed to at least behind the wall surface; removal of systems extending into areas not being demolished but systems will become inoperative. Complete removal of such systems may not be required except to avoid conflict with other work and finished appearance; removal of doors will involve removing of anchorage, furring, grounds, etc.

15

20

Work is shown and called out to be "removed." When the word "removed" is used without any modifiers, it shall mean that it and any associate items built with or into it shall be disconnected, removed, services terminated, or treated as otherwise noted.

25

Where "removed" is modified those instructions shall be followed. Remaining construction shall be patched and finished equivalent to other similar and remaining work.

**PART 2      PRODUCTS****Movable Equipment**

The Owner will cooperate with the Contractor and will move their property and the residents as specified in Construction Sequence, Section 01 200, Project Progress and Procedures. The Contractor shall schedule and coordinate the work with the Owner to allow time for the Owner to accomplish the work. There may be times and situations when minimal amount of work is required that the Contractor will find it expeditious to move furniture out of workers way. He shall perform such work.

30

35

**Relocated Equipment**

Contractor shall disconnect, clean, recondition and paint the existing pieces, equipment as scheduled, move and reinstall them in the new building. Salvage accessories as necessary for reinstallation.

40

**Salvage Equipment**

Contractor shall disconnect, clean, recondition and paint the existing pieces, equipment listed and move and reinstall them in the new building. Salvage accessories necessary for reinstallation.

45

**PART 3 EXECUTION**Disposition of Other Materials and Equipment

Remove and dispose of all material, equipment and debris, except Owner's salvage and reused equipment and materials, off the premises.

5

Foundation Removal

Remove walls to at least 12" below existing grade and 24" below any new footing or foundation.

10 Slabs, Walks, and Paving Removal

Slabs on grade, stairs, etc., shall be broken. Remove such material where less than 24" below new foundations and footing. Clean all rubble greater than 4" diameter out of basement and stairwells before any backfill or fill is placed.

15 Remove slabs, on grade, walks or paving; (a) under areas to be planted, (b) under areas to be paved (paving N.I.C.), and walks where existing is less than 4" below new.

Protection

20 In addition to safety precautions, protect existing structures, which are to remain, from damage from demolition work, weather, moisture damage, etc. Perform work in an orderly manner keeping blowing dust to a minimum both on site and in transit.

Repair damaged work which is to remain if damage occurs.

25 Wrecking for Remodeling

Perform demolition and removal work in a manner to protect other work from damage, and maintain safe conditions. Provide adequate support where loads need to be carried during the reconstruction operations.

30 Trim edges of cut-outs and where new finishes are to abut existing work so neat, straight lines will occur and finishes will blend.

Remove and Reconstruct

35 Cooperate with the Owner's personnel by scheduling work and trying to minimize inconvenience due to major noise created in demolition work.

Remove debris, containing it in enclosures so dust will be controlled. Enclosures separating localized operations may be necessary in areas occupied by the school, provide such facilities where necessary.

40

Working in Occupied Spaces

Perform all work possible when facilities are not occupied and during regular working hours.

45 Other Considerations

Also refer to Divisions 01, 15, and 16 for other work related conditions.

**END OF SECTION**

**02 870 SITE AND STREET FURNISHINGS****1.1 SUMMARY**

This section includes: Furnish Precast Concrete Tables and Umbrellas.

**1.2 REFERENCES**

A. American Society for Testing & Materials

1. ASTM C33
2. ASTM C150
3. ASTM C31

**1.5 SUBMITTALS**

A. Submit product data, shop drawings and samples.

1. Product data: Manufacturer's specification and technical data edited specifically for proposed system, including the following specific information:
  - a. Detailed specification of construction fabrication
  - b. Manufacturer's installation instructions
  - c. Maintenance Literature
  - d. Product warranty
2. Shop Drawings: Indicate pertinent dimensions, general construction, component connections, anchoring methods, hardware and installation procedures.
3. Samples as requested by Architect.

**1.6 QUALITY ASSURANCE**

A. Qualifications of Manufacturer: Manufacturer to have at least five years experience in the manufacturer of precast concrete tables.

**1.10 WARRANTY**

Manufacturer shall submit a written warranty for precast products for the period of two years upon acceptance of products.

**2.1 MANUFACTURERS**

A. Acceptable manufacturer for Precast Concrete Tables to be know as:

Wausau Tile Inc.  
PO Box 1520  
Wausau, WI 54402-1520  
(800) 388-8728  
(715) 355-4627 FAX

OR Equivalent (Needs Architect's prior approval)

B. All Precast products for this project shall be of one manufacturer.

**2.2 MATERIALS**

A. Portland Cement: ASTM C150 specification for Portland Cement.

B. Aggregates: All aggregates to meet ASTM C33 specifications, to be cleaned of foreign matter and properly graded to size.

C. Coloring: Pigments used shall be inorganic, restant to alkalinity and used as per manufacturers recommendations.

**END OF SECTION**



Shield placed concrete from thermal shock and excessive heat and cold to prevent temperature induced damage to the concrete. Follow recommendations of applicable ACI Documents.

5 **FORM REMOVAL AND REUSE:**

Removal of Forms:

Contractor shall determine when to remove forms, break off and remove form ties as applicable, and form supports. When early removal is necessary for proper finishing, extra care shall be exercised and appropriate protection maintained and supports not disturbed.

10

Re-Use of Forms:

Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable in exposed locations. Apply new form coating compound material to concrete contact form surfaces as specified for new formwork.

15

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, recoat and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

20

**MISCELLANEOUS CONCRETE ITEMS:**

Filling-In:

Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

25

**CONCRETE SURFACE REPAIRS:**

Preparation for Coatings and Finishes:

Remove wall ties, breaking them off inside the wall unless removable type ties have been used.

30

Patching Defective Areas:

Repair and patch defective areas with cement mortar immediately after removal of forms, but only when repairing of defects is acceptable to Architect.

35

Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete. Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean, dampen with water and brush-coat the area to be patched with neat cement grout, or proprietary bonding agent.

40

Repair formed surfaces to be left exposed. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect.

45

Surfaces defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surfaces; and stains and other discolorations that cannot be removed by cleaning.

Apply non-slip broom finish to exterior concrete platforms, walks, steps and ramps, and elsewhere as shown on drawings or in schedules.

5 Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route or direction shown. Coordinate required final finish with the Architect before application.

**CONCRETE CURING AND PROTECTION:**

General:

10 Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.

15 Start curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 72 hours. Continue curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

Curing Methods for Unformed Surfaces:

20 Perform curing of concrete by moist curing, by moisture-retaining cover curing, by membrane curing, or by combinations thereof, as herein specified.

Moist Curing:

25 Keep concrete surface continuously wet by covering with water by continuous water-fog spray or covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

Moisture-Retaining Cover Curing:

30 Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

Membrane Curing:

35 Apply membrane-forming curing-sealing compound to concrete surfaces as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by powerspray or roller in accordance with manufacturer's directions. Recoat areas which are subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

40 DO NOT USE membrane curing compounds on surfaces which are to be covered with a coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless Contractor stipulates in writing that the products are compatible.

45 Curing Formed Surfaces:

Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing.

Thermal Protection:

**Rough Form Finish:**

For formed concrete surfaces not exposed-to-view in the finish work. These are the concrete surfaces having the texture imparted by the form facing material used, with tie holes and defective areas repaired and patched. Where dampproofing and/or waterproofing is applied, also remove projections such as form joint fins.

**Smooth Form Finish:**

For formed concrete surfaces exposed-to-view, or that area to be covered with a coating material applied directly to the concrete, painting or other similar system. This is the as-cast concrete surface as obtained with selected form facing material (new or undamaged reused forms), arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas, tie holes and remove and smooth fins or other projections.

**Related Unformed Surfaces:**

At tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise shown.

**FLATWORK FINISHES:****Float Finish:**

Apply float finish to surfaces that are to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise shown on drawings or in schedules.

After screeding and consolidating concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-drive floats, or both.

Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding 1/4" in 10' when tested with a 10' straight edge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, re-float surface to a uniform, smooth, granular texture.

**Trowel Finish:**

Apply trowel finish to floor slab surfaces that are to be exposed-to-view, unless otherwise shown, and slab surfaces that are to be covered with resilient flooring, thin set ceramic tiles, carpet, paint or other thin film finish coating system.

After floating, and concrete has stiffened sufficiently, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Smooth out surface defects which would telegraph through applied floor covering system.

**Non-Slip Broom Finish:**

Placing Concrete Slabs:

Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.

5 Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners without segregating mix.

10 Bring slab surfaces to the correct level, within 1/4" of required elevation unless other tolerances given, with a straightedge and strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water or cement on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.

15 Maintain reinforcing in the proper position during concrete placement operations.

Cold Weather Placing:

When cold weather conditions exist that would impair the quality and strength of concrete, place concrete in compliance with ACI 306 and as herein specified.

20 When air temperature has fallen to or is expected to fall below 40°F, uniformly heat all water and aggregates before mixing as required to obtain a concrete mixture temperature of not less than 50°F, and not more than 80°F at point of placement. Protect work from cooling too fast when it has been heated and or protected.

25 Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen material.

Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

30 Hot Weather Placing:

When hot weather conditions exist that would impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

35 Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature provided the water equivalent of the ice is included in the total amount of mixing water.

40 Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

Wet forms thoroughly to cool them and reinforcing before placing concrete.

45 Do not use retarding admixtures unless otherwise designed and accepted in mix designs.

**FINISH OF FORMED SURFACES:**

points of contact between slabs on ground and vertical surfaces, such as columns, foundation walls, site structures, grade beams and elsewhere as indicated.

Control Joints in Slabs-on-Ground:

Control joints shall not be installed in interior slabs-on-ground.

5

At exterior slabs-on-ground construct tooled control joints to form nearly square panels, or patterns as shown on the drawings. Tool fresh concrete in straight lines 1/4 to 1/3 slab or curb depth in true straight lines. Tool edges in exposed slabs. Carry final finishing over joints where covered by an applied finish.

10

Control Joints in Walks, Curbs and Pedestrian Paving:

As specified for Slabs on Ground unless other pattern(s) shown.

Tool joints in curbs to align with adjacent flatwork, or where none occurs, at approximately 5 ft. o.c., uniformly spaced between isolation joints.

15

**CONCRETE PLACEMENT:**

Before placing concrete, clean out forms, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast-in. Thoroughly wet wood forms immediately before placing concrete where form coatings are not used.

20

Do not place concrete until forms and reinforcement have been observed and reviewed by Architect.

25

Comply with ACI 304, and as herein specified:

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable in its final location to avoid segregation due to rehandling or flowing.

30

Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

35

Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with the recommended practices of ACI 309, to suit the type of concrete and project conditions.

40

Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the placed layer of concrete and at least 6" into the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set.

45

after concrete placement if required to eliminate mortar leaks.

**PLACING REINFORCEMENT:**

5

Comply with ACI 318 codes and standards for details and methods of reinforcement placement and supports, and as herein specified.

Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

10

Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

15

Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

20

Do not place reinforcing bars more than 2" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

25

Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

**Adhesive Set Dowels and Anchors:**

30

Drill or prepare holes for and set devices as recommended by adhesive manufacturer. In general, oversize the hole diameter and depth to assure complete embedment in adhesive and to develop pull-out and shear strength of device unless indicated otherwise.

35

Inject adhesive and device, align and protect until adhesive is set.

**JOINTS:**

**Construction Joints:**

40

For construction joints not shown on the structural plans, locate and install so as not to impair the strength and appearance of the structure, as acceptable to the Architect. Construct joints in walls, columns or piers at underside of floors, beams or girders and at the top of footings.

45

Provide keyways in all construction joints in walls, slabs and between walls and footings; acceptable bulkheads designed for this purpose may be used for slabs.

Place construction joints perpendicular to the main reinforcement. Continue all reinforcement across construction joints.

**Isolation Joints in Slabs-on-Ground:**

Unless otherwise indicated construct isolation joints in exterior slabs on ground at all

- 5 finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- Notify other crafts to permit the installation of their work, cooperate with other trades in setting such work, as required.
- 10 Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
- Form square sharp corners and edges as shown.
- 15 Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. Do not install sleeves or block-outs in structural members, if not shown on structural, without prior approval of Architect.
- 20 Coat the contact surfaces of forms with a form-coating compound before reinforcement is placed.
- 25 Thin form-coating compounds only as manufacturer recommends. Do not allow excess form-coating material to accumulate in the forms or to come into contact with reinforcement or concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- 30 Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.
- Install form ties in uniform manner to hold forms to accurate cast concrete shape and dimension and to prevent form deflection due to plastic weight of concrete. Also refer Finish of Formed Surfaces paragraphs in this section.
- 35 Edge Forms and Screed Strips for Slabs:  
Set edge forms or bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Set flatwork forms and screeds to maintain finished surfaces within surface tolerances specified and overall level to within 1/4"± of elevations shown. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.
- 40 Provisions for Other Trades:  
Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.
- 45 Cleaning and Tightening:  
Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms

|   | Nominal Maximum<br>Aggregate<br>Size, In.* | Air Content<br>Percent<br>+/- 1% |
|---|--|----------------------------------|
| 5 | 3/8  | 7-1/2                            |
|   | 1/2  | 7                                |
|   | 3/4  | 6                                |
|   | 1  | 6                                |
|   | 1-1/2                                      | 5-1/2                            |

10 Water Reducer:  
May use admixtures for water-reduction; in strict compliance with the manufacturer's directions. Use amounts of admixtures as recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities and types of admixtures as required to maintain quality control.

15 Fly Ash:  
Proportion mix designs for a maximum of 20% replacement of cement with fly ash. In no case shall the amount of the ash per cubic yard of concrete exceed 100 pounds.

**CONCRETE MIXING:**

20 Ready-Mix Concrete:  
Comply with the requirements of ASTM C 94, and as herein specified. Delete the references for allowing additional water to be added to the batch for material with insufficient slump. Addition of water to the batch will not be permitted.

25 During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required. When the air temperature is between 85°F and 90°F, reduce the mixing and delivery time from 90 minutes to 75 minutes, and when the air temperature is above 90°F, reduce the mixing and delivery time to 60 minutes.

**PART 3 EXECUTION**

30 Concrete Tolerances:  
Finished and formed concrete shall be within specified ACI 347 form tolerances except where closer tolerances are specified.

35 Slabs, ramp planes, and the like shall be accurate planes within the flatness (FF) and levelness (FL) tolerances of ASTM E 1155.

**FORMS:**

40 Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.

45 Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

Construct forms complying with ACI 347, to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in

One of the following, complying with ASTM C 171:  
 Waterproof paper.  
 Polyethylene film.  
 Polyethylene-coated burlap.

5 Membrane-Forming Curing Compound:  
 ASTM C309, Acrylic Type.  
 "Dress & Seal 18" by L&M Construction Chemicals, Inc., Omaha, NE.  
 "Fortify Acrylic Seal" by Johnson Wax.  
 10 "Sealco 309" by Gifford Hill.  
 "United Acrylic Cure 26" by Unitex.

**PROPORTIONING:**

Proportioning and Design of Mixes:

15 Prepare design mixes for each type and strength of concrete in accordance with applicable provisions of ACI 211 and ACI 318.

20 Submit written designs to the Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and approved by the Architect.

Design mixes to provide normal weight concrete with the compressive strength properties of 3,000 PSI minimum at 28 days.

25 For each strength concrete use proportions required by ACI for method used. Adjustments for standard deviation may be employed for mixes where such data is available, submitted and approved.

Mix proportions shall be adjusted in accordance with ACI for air entrainment and weather conditions.

30 Adjustment to Concrete Mixes:

Mix design adjustments shall be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to the Owner and as accepted by the Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Architect before using in the work.

35 Slump Limits:

Proportion and design mixes to result in concrete slump at the point of placement as follows:

40 Ramps and Sloping Surfaces - not more than 3".  
 Reinforced Foundation Systems - not less than 1" and not more than 4".  
 All Other Concrete - not less than 1" and not more than 4".

**ADMIXTURES:**

Air Entrainment:

45 Use air-entraining admixture in exterior concrete exposed to freezing and thawing, unless otherwise indicated. Add air-entraining admixture at the manufacturer's prescribed rate to result in concrete at the point of placement having air content within the following limits:

Coarse Aggregate - Clean, uncoated, processed from natural rock or stone containing no clay, mud, loam or foreign matter. Unless otherwise noted or mass concrete, use 3/4" to #4 except for toppings which may be finer.

Exposed Aggregates:

5 Aggregate: Natural river gravel; smooth; 1/4 inch minimum size to 3/8 inch maximum size; clean washed type.

Color: Buff color from single source throughout.

Water:

Clean, fresh, drinkable.

10 Air-Entraining Admixture:

ASTM C 260. Neutralized vinsol resin.

"Air-Tite" by Gifford-Hill.

"Darex AEA" by Grace.

"VR-S" by Master Builders.

15 "Sealtight Air Entraining Agent" by Meadows.

Water-Reducing Admixture:

ASTM C 494, Type A.

"Darex WRDA w/ HYCOL" by Grace.

"Pozzolith" by Master Builders.

20 "PSI Normal" by Gifford Hill. Admixture shall have no chlorides.

Fly Ash:

ASTM C618, type C or F. Fly ash shall not be allowed in exposed finished concrete.

Concrete Color Additive: (curved site wall)

25 "Davis Colors" as manufactured by Davis Colors, Los Angeles, CA., or equal. Color as selected by Architect from manufacturer's 'standard' color group. Proportioning as recommended by Manufacturer.

Other Admixes:

Other Admixes shall not be used unless approved by Architect in writing.

30 Calcium chloride will not be permitted in concrete.

**RELATED MATERIALS:**

35 Preformed Isolation Joint Fillers:

Non-extruding, resilient, preformed fiber or closed cell type - rot, fungus, insect resistant. Compatible with sealant. Ref. 07 900 Caulking and Sealants.

Control Joint Inserts:

40 Plastic tee shaped insert with arrow shaped bottom edge to grip concrete and a strippable top T flange. "Quickjoint" by J.A. Crawford, 1160 South Cypress St., La Habra, CA 90631, (213) 698-0901 or approved equal.

Joint Sealing Compound:

See 07 900 Series Sections.

45 **CURING MATERIALS:**

Absorptive Cover:

Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 3.

Moisture-Retaining Cover:

Ties:

Factory-fabricated, adjustable-length, removable or snap off metal form ties, designed to break off at least 1" behind concrete surface, prevent form deflection, and to prevent spalling concrete surfaces upon removal.

5 Form Coatings:

Provide commercial formulation form-coating compounds that will seal form face but not bond with, stain nor adversely affect exposed finished concrete surfaces, and will not impair subsequent treatments of concrete surfaces to be cured with water or curing compound or receive applied finishes.

10

**REINFORCEMENT:**

Reinforcing Bar:

Provide Grade 60 ASTM A 615 and supplementary requirements S1, deformed reinforcing steel, except where otherwise shown.

15

Stirrups and ties may be grade 40.

Steel Wire:

ASTM A 82, plain, cold-drawn, steel.

Welded Wire Fabric (WWF):

ASTM A 185, welded steel wire fabric.

20

Supports for Reinforcement Bars:

Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars in place. Use wire bar type supports complying with ACI recommendations, unless otherwise indicated.

25

For concrete-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs. Other materials may be used only if specifically approved for certain conditions.

30

For exposed-to-view concrete and directly plastered surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected or stainless steel protected.

Anchorage Adhesive:

Epoxy designed to be creep resistant, stable in strength, adaptable to temperature range of installation, non-sag for horizontal or inverted locations, and, if installed in wet condition, compatible with moisture.

35

**CONCRETE MATERIALS:**

Portland Cement:

ASTM C 150, Type I or II, unless others acceptable to Architect. Gray unless color is specified.

40

Use only one brand of cement throughout the project.

Normal Weight Aggregates:

ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete.

45

Fine Aggregate - Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances.

**03 001 CONCRETE WORK**

**PART 1 GENERAL**

5

**DESCRIPTION:**

The extent of concrete work shown on the drawings. Patch and repair to match existing.

**QUALITY ASSURANCE:**

10

**STANDARDS:**

The applicable portions of the listed documents establish minimum requirements and shall be followed except where modified or exceeded by these drawings or specifications:

American Concrete Institute:

15

ACI 211 "Recommended Practice for Selecting Proportions for Concrete."

ACI 301 "Specifications for Structural Concrete for Buildings."

ACI 302 "Recommended Practice for Concrete Floor and Slab Construction."

ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."

20

ACI 306 "Recommended Practice for Cold Weather Concreting."

ACI 308 "Recommended Practice for Concrete Curing."

ACI 318 "Building Code Requirements for Reinforced Concrete."

ACI 347 "Recommended Practice for Concrete Formwork."

ACI 605 "Recommended Practice for Hot Weather Concreting."

25

**WORKMANSHIP:**

The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes. Correct deficient concrete as directed by the Architect.

30

**SUBMITTALS:**

Submit in accordance with General Conditions, Supplementary General Conditions and 01 340 series Sections.

35

Manufacturer's Data, Concrete Work:

Submit manufacturer's product data for all materials. Include application and installation instructions for proprietary materials and items, including admixtures, patching compounds, adhesives waterstops, joint systems, curing compounds, chemical sealers and hardeners, dry-shake finish materials, which may be specified.

40

**PART 2 PRODUCTS**

**FORM MATERIALS:**

45

Forms for Unexposed Finish Concrete:

Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

## 04 400 STONE COUNTER TOPS

### 1. PRODUCT DESCRIPTION

**Basic Use.** Countertops for commercial use.

**Fabrication.** Stone countertops precut and prefinished to dimensions specified on shop drawings, and are delivered to the job site ready to install.

**Finishes.** Polished, honed, or as otherwise specified.

**Colors.** Baltic Brown.

**Sizes.** Thickness of 1 1/4".

### 2. TECHNICAL DATA

Each stone variety used for stone countertops should conform to the applicable ASTM standard specification and the physical requirements contained therein. The specification for each stone type follows:

**Granite:** ASTM C615-99 Standard Specification for Granite Dimension Stone.

### 3. INSTALLATION AND FABRICATION

#### 3.1 Field Conditions

**General.** Cabinetry is to be installed on a true plane and level to within 1/8" in 10'-0". Areas to receive stone must be stable and rigid, designed for a minimum allowable total load deflection of L/720, and capable of supporting the weight of the stone. Reinforcement may be required at areas in front of cutouts to ensure that they can adequately carry the weight of the stone without flexing. Substrates should be used for stones less than 1" in thickness and should be of a water-resistant material such as exterior glue plywood or cement backer board.

**Electric outlets** must be identified.

**Appliance Cutouts.** Sink, range, dishwasher, etc., must be available for measurements, or General Contractor must supply exact cutout data.

**Cabinet door pulls** must be installed, or available for measurement.

**Door and window casings,** millwork, upper cabinets, etc., must not interfere with the stone installation, or detailed drawing should be furnished as to the method and location of adjacent installation.

**Window stools** to be installed above cabinet line are to be fully gauged, and all exposed surfaces finished. Stools are to be fitted around splash. Ears are to be a minimum of 2" deep and 5" long to ensure structural stability.

Due to the inherent weight and special handling requirements of natural stone slabs, direct and reasonable access must be available to the area of installation.

### **3.2 Joint Standards.**

#### **Stone-to-Wall Joints**

**Without Splash.** Stone is to fit to within 1/8" of wall. If irregularity in wall surface exists, the edge of the countertop shall be scribed and fitted to the wall, or alternately, the wall shall be cut to allow the stone to fit under the edge of the exposed wall face.

**With Splash.** Stone countertop is to fit to wall within one half the splash thickness. The joint between countertop and splash shall be a caulked joint.

#### **Stone-to-Stone Joints**

**Quality of Joint.** The abutting stones are to be clean, smooth, and free of chips, spawls, and cracks, unless acceptably repaired as outlined in Section 3.10. joints are to be lightly arried. Thickness of exposed stone to stone edge shall be gauged to uniform thickness within  $\pm 1/32$ ". Width of joint shall be consistent over the length of the stone joint.

#### **Joint Widths:**

- 1) Horizontal-to-horizontal hard joints: maximum of 1/16".
- 2) Horizontal-to-vertical hard joints: maximum of 1/16".
- 3) Vertical-to-vertical hard joints: maximum of 1/16".

Caulk joints will often require greater width than the aforementioned specifications will allow. This should be carefully reviewed with the Purchaser prior to fabrication.

**Stone-to-Cabinetry Joints.** Visible stone to cabinet joints to be within 1/8" in width and caulked.

**Stone-to-Appliance Joints.** To be as per the Appliance Manufacturer's recommendation.

### **3.3 Dimensional Tolerance for Countertop Fabrication**

**Dimensional stone slabs** shall be  $\pm 1/32$ " at exposed edges.

**Square.** Not more than 1/32" in 24" in any direction.

**Flatness Tolerance.** All tolerance measurements are +/- and measured along a 4' dimension in any direction. Smooth, finished stones: 1/16".

### 3.4 Selection. Material

The following items shall be addressed in the material selection process:

**Vein direction.** Vein trend should run in only one direction unless approved otherwise by the Client. In stone tiles with obvious trend, all tiles shall be installed with vein trend running in the same direction.

**Inclusions and veins** must be sampled.

**Face Pitting** (e.g., pits in granite). Granites are made up of several different minerals, each mineral having a different hardness.

Granites can contain feldspars, biotites, amphiboles, ferrous titanium oxides, and other mineral combinations. On the Mohs Scale\*, diamonds are the hardest mineral with a rating of 10. Feldspars have a hardness of 6.5 to 7 and are very durable. Biotites (the black minerals throughout the slab) on the other hand are very soft (2.5) and flake easily. All true granites have biotite in their composition. Because biotites are soft and flaky, the first few layers are removed during the polishing process, causing pits throughout the slab. Some granites have more biotites throughout their composition than others. The higher the biotite content of the stone, the more pits it will have. All polished igneous/metamorphic rock will have varying degrees of pits, depending on the amount of biotite, muscovite, and phlogopite.

The pits do not make the granite less durable or otherwise inferior. Its are common in all granites and should be expected when dealing with a natural, polished stone containing several types of minerals with different hardnesses.

**Shading.** Color shades shall blend from one stone to another in a pleasing manner.

### 3.5 Setting Materials.

**Nonstaining bonding agent** sufficient to provide adhesion shall be used to set stone countertops and splash pieces.

**Jointing material** shall be nonstaining, unsanded grout, epoxy, polyester, or acrylic resin or siliconized caulk. Each of these materials has qualities that the Stone Installer should review with the Purchaser. Final selections must be installed in compliance with Manufacturer's specific recommendations. Some acid-based polyesters and silicone can stain. Check with the Caulking Manufacturer for recommendations if using these materials.

### 3.6 Spans and Overhangs

**Spans.** Stone countertops under 1-1/8" thick should not span more than 2'-0" between support centers. Spans should always be minimized. Countertops that are 3/4" thick should be installed on an underlayment. Countertops should be adequately supported to provide structural integrity and maintain finish tolerances. Spans should always be minimized to prevent deflection and breakage. Seams are not permitted over dishwashers unless there is a subtop.

**Overhangs.** Unsupported overhangs shall not exceed 6" on 3/4" thick countertops, or 10" for 1 1/4" countertops. In an overhang condition, the supported area must be firmly secured and properly anchored to ensure the unsupported area, when loaded, will not cause failure of the setting material. If overhang exceeds maximum amounts, proper brackets, legs, or other rigid support must be added by other trades.

The bottom face of overhang areas should be left from the saw, unless otherwise specified.

### 3.7 Small Strips

Small, narrow strips are often required due to insufficient cabinet depth at cutouts. In some cases, rodding may be necessary.

### 3.8 Edge Profiles

Any standard edge profile is acceptable. Finished edges shall be smooth and consistent. Where two stones are jointed at the edge to increase the thickness, stone-to-stone joints must be tight and free of spawls.

### 3.9 Cutouts

**Cutouts** shall be made according to Fixture Manufacturer's recommendations.

**Self-rimming fixture cutouts** shall have a sawn edge cut to required size.

**Undermount fixture cutouts** shall have a flat, square profile edge, finished to match the surface of the countertops, unless otherwise specified.

**Anchors** shall be installed as per the Fixture Manufacturer's recommendations. In 3/4" stones, it often is not possible to install the anchor by using an anchor-fixing tool, so the anchor must be epoxied to the stone. If this method is used, techniques must be employed that ensure the anchor does not pull out under load.

**Heavy Fixtures.** Some fixtures requiring installation to the stone bottom face are too heavy for the stone countertop to carry safely. In these instances, the fixture must be supported from the cabinetry or, if used, the subcounter.

**Rodding Reinforcement.** It is recommended that stones containing cutouts which jeopardize the integrity of the stone be reinforced with round rods and fiberglass reinforcement. Rodding may be used to strengthen narrow webs on cutouts. See the Rodding Granite Countertops section on page 49 in Chapter 5.

### 3.10 Acceptable Repair

**Granite:** Chips at the edges and corners may be patched, provided the structural integrity of the stone is not affected and the patch matches the color and finish of the natural stone so it does not detract from the stone's appearance. Small chips at the joint edges are common in fabrication of granite because of the relatively large crystal size of these stones.

Joint edges so chipped should be repaired prior to installation.

### 3.11 Stone Tile Countertop Installation

**Field Conditions.** Refer to Section 3.1, Field Conditions. In addition:

**Subtops.** A subtop for stone tile countertop installation must be employed of minimum ¾" exterior grade plywood or ½" cementitious backer board. Subtop must be flat to within 1/8" in 10'-0".

**Deflection.** The subtop must withstand a deflection criteria of L/720. This will always require additional reinforcement at cutouts when minimum substrates are employed.

**Exposed edges** of the countertop may be finished by providing an edge profile strip of stone, wood, or metal. Where stone is employed, it is to be used as an apron to the top surface stone in order to limit stress on the joint, countertop to apron.

**Stone tile (all stone types) tolerances** shall be 1/32" in length, width, and thickness.

#### Joint Widths:

- 1) Stone-to-wall joints shall be 1/8" in width.
- 2) Stone-to-stone joints shall be 1/16" minimum, 3/32" maximum, and uniform from stone to stone.
- 3) Stone-to-cabinetry joints shall be 1/8" in width.

Joint widths larger than the aforementioned specifications are acceptable with prior approval by the Owner.

**Vein Trend.** In stone tiles with obvious trend, all tiles shall be installed with vein trend running in the same direction.

**Shade Variation.** Stone tiles are subject to manufacturing processes different from structural stone. There is great latitude in the acceptability of shaded stones. Installers are cautioned to lay out the stone for inspection and obtain approval from the Owner or Specifying Authority prior to installation.

**Layout.** No tile shall be employed that is less than  $\frac{1}{2}$  the width of the stone tile, except at the front of cutouts.

**Cutouts** should be prepared for drop-in appliances and sinks. Avoid undermounted sinks, stove tops, etc.

**Radius Edges.** Where stone apron is employed, the apron may be staved to fit the radius.

**Lippage.** Stone tiles are to be installed flat, side by side, within  $\frac{1}{32}$ " maximum of each other.

**Splash** shall be of stone tile, minimum of 4" high. On stones with obvious vein trend, the vein trend of the splash must be identical to the countertop below.

**Installation.** Back Buttering is required. This technique applies a portion of the installation material to the back face of the stone. It requires placement of one-half of the setting material in the case of thin-set mortar, epoxy, or nonwater-soluble adhesive, or a lesser quantity of very rich mortar in the cast of Portland cement, to the back of the stone, while the balance of the setting material is applied to the bed. Application should be performed so that one pass is completed in a left-to-right direction, while the second pass is performed in a top-to-bottom direction, thus ensuring, as close as possible, 100% contact of the stone to the installation bed.

**END OF SECTION**

**05 400 COLD-FORMED METAL FRAMING****PART 1 GENERAL****5 DESCRIPTION:**

Types of work include:  
Load bearing stud framing.

**10 SUBMITTALS:**

- 10 A. Submit in accordance with General Conditions, Supplementary General Conditions and 01 300 series Sections.
- B. Submit cold-formed metal framing and accessories manufacturer's product information and installation instructions.
- 15 C. Submit cold-formed metal framing and accessories shop drawings for special components and installations not fully dimensioned or detailed in manufacturer's product data.
- 20 D. Include placing drawings for framing members showing size and gauge designations, number, type, location and spacing. Indicate supplemental strapping, bracing, splices, bridging, accessories, and details required for proper installation.

**25 QUALITY ASSURANCE:**

- A. Component Design:  
Calculate structural properties of component members in accordance with American Iron and Steel Institute (AISI) "Specification for Design of Cold-Formed Steel Structural Members".
- 30 B. Welding:  
Use qualified welders and comply with American Welding Society (AWS) D1.3, "Structural Welding Code - Sheet Steel".
- 35 C. Fire-Rated Assemblies:  
Where framing units are components of assemblies indicated for a fire-resistance rating, including those required for compliance with governing regulations, provide units which have been approved by governing authorities having jurisdiction.
- 40

**DELIVERY, STORAGE AND HANDLING:**

- 45 Protect metal framing units from rusting and damage. Deliver to project site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Store off ground in a dry ventilated space or protect with breathable waterproof tarpaulins.

**PART 2 PRODUCTS**

**MANUFACTURERS:**

A. Available Manufacturers:  
Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

- Alabama Metal Industries Corp.
- Delta.
- Dietrich.
- Steel Benders.
- Western Metal Lath.
- California Expanded Metal Products.
- Metal Art Stud, Inc.
- Allied Structural Industries.

**METAL FRAMING:**

A. System Components:  
With each type of metal framing required, provide manufacturer's standard steel runners (tracks), blocking, lintels, clip angles, shoes, reinforcements, fasteners, and accessories as recommended by manufacturer for applications indicated, as needed to provide a complete metal framing system.

B. Materials and Finishes:

1. For 16-gauge and heavier units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 40,000 psi; ASTM A 446, A 570, or A 611.
2. For 18-gauge and lighter units, fabricate metal framing components of commercial quality steel sheet with a minimum yield point of 33,000 psi; ASTM A 446, A 570 or A 611.
3. Provide members with galvanized finish complying with ASTM A525 for minimum G60 coating.
4. Finish of installation accessories to match that of main framing components, unless otherwise indicated.
5. Type(s) load bearing studs shown and noted on structural or otherwise indicated, C shape, nesting design.
6. Manufacturer's standard C-shape joists sections of size shape, and gauge indicated.

C. Electrodes for Welding:  
Comply with AWS Code.

D. Repair Paint:  
Steel primer paint for repair of welds and surfaces damaged by welding.

**FABRICATION:**

A. General:

1. Framing components may be prefabricated into panels prior to erection.

Fabricate panels, square, true to line and braced against racking with joints welded. Perform lifting of prefabricated panels in a manner to prevent danger or distortion.

- 5                   2. Panels prefabricated in jig templates to hold members in proper alignment and position and to assure consistent component placement.

B. Fastenings:

- 10                   1. Attach similar components by welding. Attach dissimilar components by welding, bolting, or screw fasteners, as standard with manufacturer or as shown.
2. Wire tying of framing components is not permitted.

C. Fabrication Tolerances:

15                   Fabricate panels to a maximum allowable erection tolerance variation from plumb, level, and true to line of 1/8" in 10'-0".

### **PART 3       EXECUTION**

#### **INSPECTION AND PREPARATION:**

20                   Prior to start of installation of metal framing systems, meet at project site with installers of other work including door and window frames and mechanical and electrical work. Review areas of potential interference and conflicts, and coordinate layout and support provisions for interfacing work.

#### **INSTALLATION:**

- 25                   A. Install metal framing systems in accordance with manufacturer's printed or written instructions and recommendations, unless otherwise indicated.

- 30                   B. Install continuous runner tracks sized to match studs. Align tracks accurately to layout at base and tops of studs. Secure tracks as recommended by stud manufacturer for type of construction involved, except do not exceed 24" o.c. spacing for nail or power-driven fasteners, or 16" o.c. for other types of attachment. Provide fasteners at corners and ends of tracks.

- 35                   C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.

- 40                   D. Where stud system abuts structural columns or walls, including masonry walls, anchor ends of stiffeners to supporting structure.

- 45                   E. Install supplementary framing, blocking and bracing in metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to the wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturer's recommendations in each case, considering weight and loading resulting from item supported.

- F. Secure studs to top and bottom runner tracks by welding, unless screw fastening

is noted, at both inside and outside flanges.

- 5 G. Frame wall openings larger than 2'-0" square with double stud at each jamb of frame except where more than 2 are either shown or indicated in manufacturer's instructions. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with stud shoes or by welding, and space jack studs same as full-height studs of wall. Secure stud system wall opening frame in manner indicated. Provide lintel framing as indicated.
- 10 H. Frame both sides of expansion and control joints, with separate studs; do not bridge the joint with components of stud system.
- I. Install horizontal stiffeners in stud system, spaced (vertical distance) at not more than 4'-6" o.c. Weld at each intersection.
- 15 J. Erection tolerances:
1. Secure wall elements and panels (at both horizontal and vertical junctures) to product flush, even, true to line joints.
  2. Step in face and jog in alignment between elements not to exceed 1/16".
- 20 K. Installation of Joists:
1. Install level and plumb, complete with bracing and reinforcing as indicated on drawings. Provide not less than 1-1/2" end bearing.
  2. Reinforce ends with end clips, steel hangers, steel angle clips, steel stud section, end grain wood block, or as otherwise recommended by joist manufacturer. Where required, reinforce joists at interior supports with single short length of joist section located directly over interior support, snap-on shoe, 30% side-piecelapped reinforcement, or other method recommended by joist manufacturer.
  3. Secure joists to interior support systems to prevent lateral movement of bottom flange.
- 25 L. Field Painting:  
Touch-up shop-applied protective coatings damaged during handling and installation. Use compatible primer for prime coated surfaces; use galvanizing repair paint for galvanized surfaces.
- 30
- 35

40

## END OF SECTION

**05 500 METAL FABRICATIONS**

**PART 1 GENERAL**

5 **DESCRIPTION:**

Includes metal items required under other divisions such as anchors, bolts, sleeves, lintels, brackets except where specification states that item(s) are to be furnished to the general contractor for installation.

- 10 A. Includes items specified this Section.
- B. All items new, free from rust, corrosion, and damage which would impair strength and/or appearance.
- 15 C. Structural steel items shall comply with "Standard Specifications for Steel Bridges and Buildings."
- D. Prepare and prime steel items as specified for structural metal.

**SUBMITTALS:**

- 20 A. Submit in accordance with General Conditions, Supplementary General Conditions and 01 340 series Sections.
- B. Metal Fabrications shop drawings showing (minimum Items):  
Anchorage.  
Location.

25 **PART 2 PRODUCTS**

- A. Fabrication:
  - 30 1. As shown on drawings and approved shop drawings.
  - 2. Verify dimensions in field.
  - 3. Miter and weld intersecting corner members.
  - 4. Grind exposed welds smooth, special care shall be exercised on railings and other similar decorative items to produce finish comparable to parent metal.

**MATERIALS:**

- 35 A. Cast iron soft gray iron per ASTM A-48 Class 30.
- B. Malleable iron fully annealed per ASTM A-47.  
Seamless steel pipe per ASTM A-53 Std. Wgt.
- 40 C. Structural steel and plates per ASTM A-36.
- D. Seamless steel tubing per ASTM A500 Grade B or A501.
- E. Bolts, rivets, etc., equal in quality to metal.

45 **LINTELS:**

- A. Provide steel lintels for masonry openings except where pre-cast concrete or reinforced masonry lintels are shown.

B. Steel shapes or plate lintels for all miscellaneous openings in masonry over such items as ducts, doors, recessed equipment, etc. Consult drawings for extent of such openings and lintels.

5

C. Miscellaneous openings 16" or less in width shall be provided with steel plate lintels 3" thick and 1" less in width than the nominal partition or recess thickness by span plus 6" each end for bearing.

10 **ANCHOR DEVICES:**

Inserts and anchoring devices for all metal work this section. Anchors, tie bolts, inserts, hangers etc. to anchor and support other construction to concrete, masonry or steel.

15 **PIPE GUARD POST:**

A. Heavy duty steel pipe. Orange peel and weld top dome unless shown otherwise.

B. Tube:

1. Steel tube rails and posts to be 11 gauge minimum.
2. Round rails may be pipe or tubing employing flush weld pipe fittings by R&B Wagner, Inc. or equal.
3. Welds continuous, neat and ground smooth.
4. Secure posts as detailed on the drawings.
5. Handrail brackets shall be as detailed on drawings.
6. Space brackets and posts not over 4'-0" O.C. or as detailed.
7. Provide proper anchoring devices for back-up walls.

20

25

**FRAMES, GRATES & COVERS:**

1. Angle frames for grating and covers.
2. Butt and align joints except miter and weld corners.
3. Provide anchor lugs.
4. Provide hold down devices for grating.
5. Designed for loading(s) shown.

30

**PART 3 EXECUTION**

A. All work shall be erected and installed true and in its designed location, in accordance with manufacturer's instructions and as detailed, noted, and specified.

35

B. Members shall be plumb and level where so designed. Do all cutting and filling required to make all parts fit accurately.

40

C. Members through exterior walls shall be caulked with sealant.

**END OF SECTION  
END OF DIVISION**

45

**06 100 ROUGH CARPENTRY****PART 1 GENERAL****5 DESCRIPTION OF WORK:**

This section outlines the requirements of the wood blocking, wood sheathing and/or gypsum sheathing for use as backup material.

**STANDARDS:**

10 The applicable portions of the listed documents establish minimum requirements and shall be followed except where modified or exceeded by these drawings or specifications:

- A. American Plywood Association:
- 15 B. American Wood Preservers Assoc:  
Documents included in product specification.
- C. Southern Pine Inspection Bureau:
- 20 D. West Coast Lumber Inspection Bureau:

**ALTERNATES:**

Refer Section 01 100 Alternates.

**25 PART 2 PRODUCTS**

- A. Lumber:  
Unless shown and/or specified differently, the following shall apply:
  - 1. Sizes - shown on drawings.
  - 2. Kiln dried (19% or less M.C.).
  - 30 3. Surfaced four sides (S4S).
- B. Species:
  - 1. Douglas Fir, Hemlock, Hem-fir, or Southern Pine meeting or exceeding the structural qualities specified and applicable grading rules.
  - 2. Grade, except where noted structural, equivalent to construction light framing CR Douglas Fir (1,050 psi-fb; 1.7 x 106 = E).
  - 35
- C. Plywood:  
Unless shown and/or specified differently, the following shall apply:  
Species - meet APA PS1-66 group 1 (Coast Region Douglas Fir or Southern Pine).
  - 40
- D. Preservative Treated Pressure Treated Materials:
  - 1. Kiln-dry treated items after treatment to maximum moisture content of 19%.
  - 45 2. Inspect each piece of treated lumber or plywood after drying and discard damaged or defective pieces.

- E. Lumber:
  - 1. AWPA Standard "C-2 (water borne preservative) for contact with ground minimum 0.40 pcf retained.
  - 2. Use as follows:
    - a. Where applied to exterior roof assemblies.
    - b. Where in contact with concrete slabs on grade.
    - c. Roof edge and curb framing and blocking.
    - d. Where otherwise indicated.
  
- F. Plywood:
  - 1. AWPA Standard "C-9 for contact with ground."
  - 2. Use as follows:
    - a. Where applied to exterior walls.
    - b. Where in contact with concrete slabs on grade.
    - c. Roof edge and curb framing and blocking.
    - d. Where otherwise indicated.
  
- G. Fire Retardant Treated (FRT):
  - 1. Employ "FRT" lumber or plywood that complies with AWPA standards for pressure impregnation with fire-retardant chemicals, and which have a flame spread rating of not more than 25 when tested in accordance with UL Test 723 or ASTM E 84, and show no increase in flame spread and significant progressive combustion.
  - 2. Use as follows:
    - a. Where applied to building interior partitions and assemblies, exterior partitions.
    - b. Provide approved treatment inspection label on each piece of fire-retardant lumber or plywood.
  
- H. Roof Sheathing:
  - C-C ext grade fir plywood.
  
- I. Gypsum Sheathing:
  - Gypsum Sheathing board complying with FS SS-L-30 for Type II (sheathing), Class 2 (water-resistant surfaces), Form a (plain back), Grade W and Style square edges and ends, thickness 1/2", size 4 x 8 or 9 ft. as required for coordination with framing.

**PART 3 EXECUTION**

- A. General Requirements:
  - 1. Size bolt holes to require bolts driven home. Plates and curbs shall be secured with 1/2" bolts or equivalent anchors at 36" o.c. (minimum).
  - 2. Countersink bolt heads, nuts and washers where required. Countersink only depth needed to bring bolt head or nut flush with face of lumber maintaining as much of the secured member wood under anchorage as possible.
  - 3. Cut, patch this work for other trades.

- 5
4. Provide furring, blocking for securing of finish materials, equipment, fixtures, specialties, railings, etc.
  5. Provide and install rough bucks, plates, curbs, cants, etc. where shown or required.
  6. Roof edge and curb framing and blocking.
  7. Erect plumb, square, level and straight, to line and shape shown.
  8. Cut, fit neatly, accurately.
  9. Spike, bolt all members securely in place.
- 10        B.     Protection:
1. Protect materials from moisture and damage.
  2. Store off ground.
  3. Provide boards to protect door frames, equipment, finish materials as required.
- 15        C.     Blocking:
1. Blocking shall support applied loads and be secured to adjacent framing members.
  2. Provide blocking for finishes specified wherever walls and partitions re indicated to support fixtures, equipment, services, casework, heavy trim and furnishings and similar work requiring attachment to the wall and partition. Provide support for weight and loading resulting from item(s) supported. Construct roof curbs and blocking.
  3. Secure blocking to metal decking by bolting into supporting structure or through decking into supplemental blocking.
- 25

## END OF SECTION

SECTION 06410  
ARCHITECTURAL WOOD CASEWORK  
{CUSTOM CABINETS}

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes custom-fabricated cabinet units; counter tops; cabinet hardware; preparation for installing utilities in cabinets; and [shop] [site] finishing.
- B. Related Sections:
  - 1. Section 06 100 - Miscellaneous Rough Carpentry: Grounds and support framing.
  - 2. Section 06 200 - Finish Carpentry: Related trim not specified in this section.
  - 3. Section 09 900 - Painting and Coating: Site finishing of cabinet
  - 4. Section 15-450 - Plumbing Fixtures
  - 5. Electrical Drawings for Power and Data wiring.

1.2 REFERENCES

- A. American National Standards Institute:
  - 1. ANSI A156.9 - Cabinet Hardware.
  - 2. ANSI A208.1 - Mat-Formed Wood Particleboard.
- B. Architectural Woodwork Institute:
  - 1. AWI - Quality Standards Illustrated.
- C. ASTM International:
  - 1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. Federal Specification Unit:
  - 1. FS A-A-1936 - Adhesive, Contact, Neoprene Rubber.
- E. National Electrical Manufacturers Association:
  - 1. NEMA LD 3 - High Pressure Decorative Laminates.
- F. National Fire Protection Association:
  - 1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
  - 2. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
- G. Underwriters Laboratories Inc.:
  - 1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

- H. Woodwork Institute:
  - 1. WI - Manual of Millwork.

### 1.3 SUBMITTALS

- A. Section **01 33 00 - Submittal Procedures** : Submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
- C. Product Data: Submit data for hardware accessories.
- D. Samples:
  - 1. Submit two, **8 x 10 inch** size samples, illustrating cabinet finish.
  - 2. Submit two **4x4 inch** size samples, illustrating counter top finish.
  - 3. Submit two samples of hinges and cupboard pulls illustrating hardware finish.
- E. Certification: Submit copy of fabricator's authorization to use AWI Grade Stamps.

### 1.4 QUALITY ASSURANCE

- A. Perform work in accordance with AWI (Architectural Woodwork Institute) Architectural Woodwork Quality Standards Illustrated, Custom Grade.
- B. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

### 1.5 QUALIFICATIONS

- A. Fabricator: Company specializing in performing Work of this section with minimum three years experience.

1.6 Fabricator: Authorized to use AWI Grade Stamps.

### 1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

## PART 2 PRODUCTS

### 2.1 CUSTOM CABINETS

- A. Exposed Cabinetry and Doors will be Red Oak with a clear lacquer finish. Sample to architect for approval.

### 2.2 COMPONENTS

### 2.3 FABRICATION

- A. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- B. Fit shelves, doors, and exposed edges with matching veneer. Use one piece for full length only.
- C. When necessary to cut and fit on site, fabricate materials with ample allowance for cutting. Furnish trim for scribing and site cutting.

### 2.4 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. [On items to receive transparent finishes, use wood filler matching surrounding surfaces and of types recommended for applied finishes.]
- D. Finish work in accordance with AWI - Section 1500 Factory Finishing; Custom Quality.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

### 3.2 INSTALLATION

- A. Set and secure casework in place; rigid, plumb, and level.
- B. Use fixture attachments in concealed locations for wall mounted components.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units and counter tops.

- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32.
- E. Secure cabinet and counter bases to floor using appropriate angles and anchorages.
- F. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.3 ADJUSTING

- A. Adjust moving or operating parts to function smoothly and correctly.

3.4 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

**07 900 CAULKING AND SEALANTS**

**PART 1 GENERAL**

- 5 **1.1 DESCRIPTION:**
  - A. The work includes caulking and sealant work shown on the drawings or specified. Also includes expansion joints in concrete slab.
  - B. Work to be caulked:
    - 10 Areas listed below. Numbers and letters which appear in parenthesis refer to the materials listed under

**PART 1 PRODUCTS**

- 15 **2.1 Exterior:**
  - A. Perimeters of exterior opening frames at adjoining materials. (1B, 1D, 2B, 2D, 3D,)
- 2.2 Interior:**
  - 20 A. Seal interior perimeters of exterior opening frames. (1B, 1D, 2B, 2D, 3D, 4, 5, 7).
  - B. Interior control and expansion joints in floor surfaces. (2A, 2C, 9)
  - C. Perimeter of plumbing fixtures where they abut walls, counters and floors. (3D)
  - 25 D. Joints of counters and backsplashes where they abut walls. (3D, 4, 5)
  - E. Joints of unit ceiling grid system where they abutt walls. (4, 5, 6)
- 2.3 Related Work/Materials Specified Elsewhere:**
  - 30 A. Caulking and sealing work that is referred in other sections.
    - 1. 09 510 Sealing of unit ceiling grid system.

**1.2 QUALITY ASSURANCE:**

- 35 A. Use only qualified workers thoroughly skilled and specially trained in the techniques of caulking, who can demonstrate to the satisfaction of the Architect their ability to fill joints solidly and neatly.
- B. Mix and apply sealing compounds in strict accordance with the manufacturer's printed directions. Initial mixing and application shall be under the direct supervision of the manufacturer's representative unless otherwise approved.
- 40 C. Products shall meet or exceed ASTM C920, FS TT-S-01543 (Silicones) or FS TT-S-001657 (Butyl).

**1.3 SUBMITTALS:**

- 45 A. Submit in accordance with General Conditions, Supplementary General Conditions and 01 300 series Sections.
- B. Caulking and Sealant Project Manual including minimum:

- 1. Materials to be used for each type condition. Manufacturer's instructions for preparation, use, conditions, installation temperature limitations, etc.
- 2. Data to show material compliance with specification.
- 5 3. Manufacturer's letter of assurance that sealants, primers, etc. are compatible with abutting finishes of specific materials being sealed.

10 **1.4 DELIVERY, STORAGE AND HANDLING:**

- 15 A. Deliver caulking and sealing compounds to the job in unbroken, sealed containers bearing the manufacturer's mixing directions and shelf life expiration date. Store materials in sealed containers in a dry protected area above the ground or floor.
- B. Protect caulking materials before, during and after installation. Protect the installed work of other trades during installation.
- 20 C. Do not use caulking materials that have been stored for a period of time exceeding the maximum recommended shelf life of the materials.

**1.5 GUARANTEE:**

- 25 A. Submit written 5 year Guarantee for weathertight Caulking and Sealant Work in accordance with Section 01 400 and this specification covering workmanship and materials.

**1.6 JOB CONDITIONS:**

- 30 A. The joint configuration, joint surfaces and backing, forming the sealant rabbet shall be as detailed in the drawings, the approved Sealant Project Manual and in accordance with the contract specification. All observed detrimental conditions shall be reported immediately in writing to the General Contractor and the Architect for correction by the General Contractor.
- 35 B. Do not proceed with the installation of sealant if the joint width is less than design. Contractor shall correct to design width, minimum.
- 40 C. Do not proceed with the installation of sealants under adverse weather conditions when joint to be sealed is damp, wet or frozen, or when temperatures are below or above the manufacturer's recommended limitations for installation.

**PART 2 PRODUCTS**

**2.1 MATERIALS:**

45 Materials shall have a life expectancy in the project climate of not less than 10 years.

Type of Sealant

Approved Product

**2.2 POLYSULFIDES:**

|    |                           |   |
|----|---------------------------|---|
|    | ATC Coffee Shop           | 02915.07  |
|    | Two Part                  |   |
|    | 1A - Self-Leveling        | Grace, Daraseal U<br>Gaco Western, Gaco VG22  |
| 5  | 1B - Non-Sag              | Synthacalk GC-5 Sonneborn,<br>Sonolastic Sealant Meadows,<br>CN-60                                      |
|    | One Part                  |   |
| 10 | 1D - Non-Sag              | Synthacalk GC-9 Sonneborn,<br>Sonolastic Sealant (1 Part)<br>PRC, 7000                                  |
|    | <b>2.3 URETHANES:</b>     |   |
| 15 | Two Part                  |   |
|    | 2A - Self-Leveling        | Pecora, Urexpan NR-200<br>Tremco, THC900<br>Vulkem, 255   |
| 20 | 2B - Non-Sag              | Pecora, Dynatrol II<br><br>Tremco, Dymeric Plus<br>Sonneborn, NP11                                      |
|    | One Part                  |   |
| 25 | 2C - Self-Leveling        | Pecora, Urexpan NR-201<br>Vulkem, 45<br>Sika, 1A, SL  |
| 30 | 2D - Non-Sag              | Pecora, Dynatrol I<br>Tremco, Dymonic<br>Sika, 1A   |
|    | <b>2.4 SILICONES:</b>     |   |
| 35 | 3D - Low Modulus          | Pecora, 864<br>Dow, 790<br>G.E., Gesil N<br>Tremco, Spectrum 2<br>Tremco, Spectrum 1 (100%<br>movement) |
| 40 | <b>2.5 ACRYLICS:</b>      |   |
|    | One Part                  |   |
|    | 4                         | Pecora, 60+ Unicrylic<br>Tremco, Mono<br>PTI, 767   |
| 45 | <b>2.6 ACRYLIC LATEX:</b> |   |
|    | One Part                  |   |
|    | 5                         | Pecora, AC-20   |



E. Bond Breaker:  
As recommended by the sealant manufacturer.

5 F. Cleaning Agent:  
As recommended by the sealant manufacturer.

**PART 3 EXECUTION**

**3.1 GENERAL:**

10 A. Joint surfaces to receive caulking and sealant shall be sound, smooth, clean and dry and free of all visible contaminants. Test for applications of non-visible coatings or contaminants to surfaces of rabbet area prior to application of sealer. Report in writing to Architect and Contractor for Contractor's correcting. Do not seal contaminated joints.

15 B. Joint size minimum, joint size shown.

**3.2 PREPARATION OF SURFACES:**

20 A. Thoroughly clean joints and apply primer, if recommended by sealant manufacturer, to dry surfaces, apply primer prior to application of joint backing, bond breaker or sealants.

25 B. In joints where the depth of the joint exceed the required depth of the sealant, install joint backing to provide backing and uniform depth of sealant. Install with approximately 30% compression. Do not stretch, twist, puncture or tear joint backing. Butt at intersections and end joints. Gauge depth of backing to assure proper sealant depth.

30 C. Install bond breaker tape smoothly at back of joint where joint backing is not required backing cannot be installed. (Sealant shall adhere only to the sides and not to the back of the joint so as to eliminate three-sided adhesion.)

**3.3 INSTALLATION:**

35 A. Apply sealant in accordance with manufacturer's application manual and instruction. Do not install when drastic temperature changes are expected. Use handguns or pressure equipment, with proper nozzle sizes, on clean, dry, properly prepared substrates. Force sealant into joint and against sides of joint to make uniform. Avoid pulling of the sealant from the sides. Fill sealant space completely with sealant and attain proper cover of backing material.

40 B. Tooling is required to ensure firm full contact with the interfaces of the joint. Tool joints to form smooth, uniform beads with slightly concave surfaces. Finish joints shall be straight, uniform, smooth and neatly finished. Remove any excess sealant from adjacent surfaces of joint, leaving the work in a neat, clean condition. Tooling agents should only be used if recommended by the sealant manufacturer.

45 C. Where an irregular surface or sensitive joint border exists the applicator shall apply masking tape at the edge of the joint to insure joint neatness and protection.

Remove tape after sealant is applied.

D. Remove and reseal improperly prepared, installed and finished joints.

E. Compressible Sealer:

1. Pre-compress sealer of 4 times joint width x manufacturer's recommended depth, factory packaged with separator between layers of sealer.
2. Insert sealer in joints, protecting adjacent surfaces from soiling or contamination while in pre-compressed size. Install uniformly recessed in relation to adjacent finish surfaces.
3. Refrigerating sealer to slow down expanding of sealer while being installed is permitted.
4. Snugly butt joints compressing as manufacturer recommends to attain leak resistant joint.
5. In joints where compression cannot be maintained, recompress sealer with subsequent construction to attain weathertight seal.
6. Remove and reseal improperly prepared, installed and sealed joints.

F. Thresholds and Sills (Metal):

1. Rake out a void in substrate at end of unit to create a sealant pocket if needed.
2. Thresholds and sills shall have been set to provide a nominal quarter inch joint between them and adjacent construction. Do not seal until correct installation exists.
3. Install backer or bond breaker and primer as applicable for condition.
4. Install sealant to seal and adhere to sill and to adjacent construction in two-sided bond.
5. Do not seal the outside edge under thresholds, seal inside edge by setting unit in sealant bead.
6. Seal between sills and window unit leaving voids inside glazing stops open and weeps clear.

**3.4 CLEANING:**

A. Clean off excess compound or smears with cleaning material recommended by the manufacturer of the compound for surface contaminated. Leave work in a condition satisfactory to the Architect.

**3.5 TESTING AND INSPECTION:**

A. Furnish labor and material to remove and replace sealant during on-site inspection(s) as hereinafter specified.

1. As sealant work is completed and as directed by Architect and remove the sealant installed in joints at not to exceed 2 locations of approximately 1 lineal foot per location for each 1000 lin. ft. of sealant. The location(s) to be selected by the Architect.
2. Upon removal of the sealant and backup material, the work shall be checked for compliance with the contract documents.
3. If defective work is found in any of the test locations, additional test

ATC Coffee Shop

02915.07

sections shall be made by the Contractor at no additional cost to the Owner.

3. In the event any test section(s) removed reveals work that is not in compliance with the contract, remove all adjacent sealant to the point where the work is found to be acceptable and replace with new sealant in accordance with plans and specifications.

5

10

**END OF SECTION**

**END OF DIVISION**

**08 100 HOLLOW METAL WORK**

**PART 1 GENERAL**

- 5 **1.1 DESCRIPTION:**
  - A. Hollow metal work includes hollow metal doors, hollow metal frames and break metal.
  - 10 B. Related Work, Work/Materials Specified Elsewhere:
    - 08 210 Wood doors
    - 08 710 Finish hardware
    - 09 200 Sections for framing & wallboard
- 15 **1.2 STANDARDS:**
  - A. Hardware Locations:
    - Prepare for hardware installation at locations in accordance with Door and Hardware Institute standards unless shown otherwise.
- 20 **1.3 SUBMITTALS:**
  - A. Submit in accordance with General Conditions, Supplementary General Conditions and 01 300 series sections.
  - 25 B. Hollow metal shop drawings showing minimum:
    - Materials, construction, anchorage details.
    - Hardware preparation.
    - Schedule(s) of doors and frames.
    - Schedule of window wall frames.
    - Detail of splices for units shipped in less than full opening size.
    - 30 Fire rating label (when scheduled) date; test agency and code report number.

**PART 2 PRODUCTS**

- 35 **2.1 FRAMES:**
  - A. (Meet SDI Standard 100 and 117 as modified herein.) Includes hollow metal frames for doors, panels, transoms, glazing, etc.
  - 40 B. Welded frames - all joint contact edges closed tightly with trim faces mitered and face welded to present seamless frame.
  - C. Fit and butt stop joints.
  - D. Minimum 14 gauge steel at all other doors.
  - 45 E. Reinforce and prepare for finish hardware to templates furnished by hardware manufacturer.

- F. Cold rolled steel bonderized and one coat baked prime paint.
- G. Jamb anchors - 24" o.c. maximum, 3 per jamb minimum. Use type required for construction.
- H. Floor anchor door jamb and door mullion members, gauge no lighter than frame.
- I. Provide head anchors at each door mullion.
- J. Provide temporary bracing across bottom of door frames to hold members true until set.
- K. Prepare for rubber door silencers: 3 per single leaf opening in lock stile stop. 2 per double leaf opening in head stop.
- L. Provide fillers, closures, special shapes, splices, and pieces in conjunction with hollow metal frames.
- M. Door and Frame Hardware Reinforcement (minimum):
 

|       |     |  |
|-------|-----|--|
| Gauge | For |  |
| 10    |     | Hinges   |
| 14    |     | Locks  |
| 14    |     | Flush and Foot Bolts                           |
| 12    |     | Other surface applied items except push plates |
| 16    |     | Strike with mortar guard.                      |
- N. Priming:  
Clean, prepare and prime all surfaces exposed after fabrication of doors, frames and break metal.
- O. Manufacturers:  
Amweld.  
Ceco.  
Commercial Door & Hardware.  
Curries.  
Gateway.  
Steelcraft.  
Williamsburg.  
Pioneer.

**PART 3 EXECUTION**

**3.1 FRAME INSTALLATION:**

- A. Meet SDI Standards 105 (installation) and 117 (door & opening tolerances) as modified herein.
- B. Coordinate concealed installation of electrically connected hardware such as strikes, latches, hinges, closer/detectors etc., which may be specified.

- C. Erect frames plumb (true plane  $\pm 1/16"$ ), jambs straight & vertical ( $+ 1/16" - 1/32"$  in line and across opening), diagonal dimensions across frame face places (4 dimensions within  $1/16" \pm$ ).
- 5 D. Erect frames so that the following door clearances will occur (subject to SDI 117 tolerances) -  $1/8"$  at head, jambs, abutting door leaves,  $3/8"$  to hard surface flooring where no threshold is used,  $5/8"$  at carpet and threshold to substrate floor (non-rated),  $1/4"$  plus threshold height at fire rated doors.

10

**END OF SECTION**

15

**08 210 WOOD DOORS**

**PART 1 GENERAL**

5

**1.1 DESCRIPTION:**

Related Work, Work/Materials Specified Elsewhere:

- 08 100 Metal Doors and Frames
- 08 710 Finish Hardware
- 09 900 Painting

10

**1.2 STANDARDS:**

A. The applicable portions of the listed documents establish minimum requirements and shall be followed except where modified or exceeded by these drawings or specifications:

15

- 1. American Woodwork Institute:
  - a. AWI Quality Standards "Illustrated" Third Edition, Section 1300
  - b. "Architectural Flush Doors."
  - c. AWI Brochure "Flush Doors."
  - d. AWI - "Guide to Wood Species Selection."
- 2. National Fire Protection Assn.:
  - a. NFPA 80 Fire Doors and Windows.
- 3. National Wood Manufacturer's Association:
  - a. NWMA I.S. 1-66 "Hardwood Veneer Flush Doors."

20

25

**1.3 SUBMITTALS:**

A. Submit in accordance with General Conditions, Supplementary General Conditions and 01 300 series section.

30

- B. Wood door shop drawings showing minimum:
- 1. Materials and construction.
  - 2. Schedule of doors.
  - 3. Guarantee with care and handling requirements.

35

**1.4 GUARANTEE:**

A. Provide written guarantees in accordance with Section 01 400 and this Section.

B. For interior doors provide "Lifetime of Installation" guarantee including cost of hanging and finishing.

40

**1.5 ALTERNATES:**

A. Refer Section 01 100 Alternates

45

**PART 2 PRODUCTS**

**2.1 FLUSH FACED WOOD DOORS:**

- A. Manufacturers:
  - Weyhauser
  - Eggers
  - Algona.
- B. Core Construction:
  - 1. Solid Core:
    - AWI Type "PC5"
    - Particle board with core bonded to stiles and rails.
  - 2. AWI Type "FD"
    - 20 min. with particle board core or heavy duty stiles, 5" lock blocks and rails.
  - 3. AWI Type "FD"
    - 30 to 90 minute time ratings as scheduled shall have heavy duty stiles, 5" lock blocks and rails; permitting screw holding for all hardware not requiring through bolts.
- C. Wood Veneer:
  - 1. Face and crossbanding veneers shall comply with latest Commercial Standard and AWI face grade specified.
  - 2. Standard thickness face veneer (1/20" to 1/36").
  - 3. AWI Premium grade for transparent finish; same face and edge species (unless fire rating prevents matching) side and end matched, as applicable. Job site finish refer 09 900.
- D. Species:
  - 1. Red oak, plain sliced, selected for narrow heart.
  - 2. Wood Door Fire Rating Labels:
    - a. Provide fire rating labels (20 min. through 1.5 hrs) on wood doors as scheduled, employing configurations shown. Some configurations may not be available from all manufacturers. Provide units labeled for the use, time, frame and door condition and single and pairs as shown.
    - b. Provide astragal with pairs when required by manufacturer for rating.
  - 3. Factory (or label service shop) machine for hardware to maintain label; includes:
    - a. Fitting and preparation for locks, latches, hinges, concealed closers, glass lights, vision panels, louvers, astragals and laminated overlays.
    - b. Job site preparation may include function holes for mortise locks, holes for label viewers, maximum 3/4 inch undercutting, preparation for surface applied hardware and protection plates.
  - 4. Glazing:
    - a. Glass furnished under Section 08 800.

**PART 3 EXECUTION**

- A. Hanging:
  - 1. Fit doors with uniform edge clearances. 1/8" at head, jambs, abutting door

leaves; 3/8" maximum at hard surface flooring and where no threshold is used; 1/4" maximum between door and threshold (exterior and fire doors) or carpeting.

2. Trim stiles and rails of fire rated doors only as permitted by the labeling agency, height only from bottom.
3. Install and adjust hardware for proper operation.
4. Make cutouts in astragals, if any, only as needed; neatly, and accurately, smooth cuts.

5

10

**END OF SECTION**

## SECTION 08330

## ROLLING SECURITY GRATE

**GENERAL**

## 1.01 SUMMARY

- A. This section includes: Electrical operated Rolling Grille Door.
  - 1. Cycle life: Design doors of standard construction for normal use of 10,000 cycles standard [up to 400,000 cycles].
- B. Related Sections: Related to this section, but not limited to, the following (based on Master Format 2004):
  - 1. Section 06100 – Rough Carpentry.
  - 2. Section 08710 – Door Hardware.
  - 3. Section 09290 – Gypsum Board.
  - 4. Section 26000 – Electrical.

## 1.02 REFERENCES

- A. ASTM A 653/A 653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM A 36 – Standard Specification for Carbon Structural Steel, Hot Rolled Steel
- C. ASTM A 123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- D. ASTM A 641/A 641M – Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
- E. ASTM A 312 – Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes
- F. ASTM A 240 – Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
- G. ASTM A 276 – Standard Specification for Stainless Steel Bars and Shapes
- H. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- I. ASTM B 221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

## 1.03 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide manufacturer's standard details and catalog data. Provide installation instructions.
- C. Shop Drawings: Furnish shop drawings for architect's approval. Include elevation, sections, and details indicating dimensions, materials, finishes, conditions for anchorage and support of each door.
- D. Submit manufacturer's recommended operation, troubleshooting, and maintenance instructions.

## 1.04 QUALITY ASSURANCE

- A. Manufacturer: Rolling doors shall be manufactured by a firm with a minimum of five years experience.
  - B. Single-Source Responsibility: Manufacturer shall provide doors, tracks, motors, and accessories for each type of door. Secondary components shall come from a source acceptable to the manufacturer of the primary components.
- 1.05 DELIVERY, STORAGE, AND HANDLING
- A. Deliver materials in original packaging supplied by manufacturer with intact labels. Store materials away from harmful environmental conditions and construction.
- 1.06 WARRANTY
- A. Door Warranty: Provide one year written warranty from date of installation against deficiencies due to defects in materials or workmanship. Installer agrees to repair or replace any defects in materials or workmanship.
  - B. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

## **PART 2 - PRODUCTS**

### 2.01 MANUFACTURERS

- A. Manufacturer: Alpine Overhead Doors, Inc.; 8 Hulse Road Suite 1S, East Setauket, NY 11733. Telephone 800-257-4634 or 631-473-9300. Fax 631-642-0800.
- B. Raynor Rolling Doors: PO Box 448, 1101 Eat River Rd. Dixon IL 61021-0448. Telephone 1-800-4-RAYNOR. www.raynor.com

### 2.02 MATERIALS

- A. Curtain:
  - 1. Grille: Furnish Brick pattern 6"
    - a) Horizontal rods: Solid 5/16" galvanized steel rods covered with tubular spacers. Continuous end links are to be designed to prevent the curtain from leaving the side guide rails.
    - i) Vertical spacing: Aluminum [Stainless Steel] vertical links, 2" on center.
  - b) Rod Material:
    - i) ASTM A 641/A 641M Galvanized Carbon Steel Wire  
Finish: Galvanized
  - c) Tubular Spacer Material:
    - i) Aluminum  
Finish: Mill Finish Bronze anodized
  - d) Vertical Spacing Material:
    - i) Aluminum  
Finish: Mill Finish Bronze anodized
- 2. Bottom Bar: (Size dependent on dimensions per manufacturer's standard)
  - a) 2 x 3 1/2 inch extruded aluminum tubular section.
    - i) Finish: Mill Finish Bronze anodized

**B. Guides:**

1. Wall mounted: Heavy duty extruded aluminum sections with [snap on cover to conceal fasteners], wool pile runners. Provide steel [aluminum] mounting angle as required for face of wall installation. Provide removable bellmouth curtain stops to allow for curtain maintenance without removal of guides. Bellmouth stops shall be flush with guide groove. Guides shall be fastened with 3/8" bolts at 30" o.c.
2. Tube Mounted: Heavy duty extruded aluminum sections with [snap-on cover to conceal fasteners], wool pile runners. Provide steel [aluminum] tubes (floor saddles and hardware provided by others).
  - a) Material: (Stainless steel not for tubes)
    - i) Extruded Aluminum  
Finish: Mill Finish Bronze anodized

**C. Door Support Brackets and Mounting Plates:**

1. Steel plate not less than 1/4" thick. Drive end bracket plate is to be fitted with a sealed ball bearing. Bolt plates to wall mounting angles with minimum 1/2" fasteners. Plate supports counterbalance assembly and forms end closures.
  - a) Material:
    - i) ASTM A 36 Carbon Steel:  
Finish: Gray shop prime coat, powder coated.
  - b) Stop Lock bearing: To prevent door from free falling in the event drive operation fails.

**D. Counterbalance Assembly: Torsion**

1. Counterbalance assembly: Steel pipe barrel of a size capable of carrying a curtain load with a maximum deflection of 0.03" per foot of door width. Heat-treated helical torsion springs encased in a steel pipe and designed to include an overload factor of 25% to ensure minimum effort to operate. Sealed and prelubricated high speed ball bearing at rotating support points. Torsion spring charge wheel for applying spring torque and for future adjustments.
  - a) Material:
    - i) ASTM A 36 Carbon Structural Steel  
Finish: Gray shop prime coat [A 123 Hot-Dip Galvanized]
  - b) Life Cycle: High Cycle springs designed to satisfy 10m through 400m life cycles. Consult engineering if height exceeds width for any cycle above 20m. (Cycle defined as one time opening and closing of door)

\* NOTE: Hood may not be necessary if coil is mounted above ceiling. If so, delete the following section.

**E. Hood:**

1. 24 gauge steel. Formed to fit the contour of the end brackets with reinforced top and bottom edges. Provide support bracing for doors wider than 20 feet at every 10 feet to prevent excessive sag.
2. Shape: Round
3. Material:
  - a) Aluminum  
Finish: Mill Finish Bronze anodized

4. Fascia: Galvanized Aluminum], provided where areas behind door hood are open. Materials and finish same as hood.

F. Locking:

1. Cylinder locks: For use with tubular bottom bar.
2. Slide locks: For use with "T" or Double Angle Bottom Bar. Provide padlockable slide locks for latching and locking door on coil side bottom bar at each jamb extending into slots in guides. (Electric Interlocks recommended with motorized doors only)
3. Manual chain hoist: Provide padlockable chain keeper on guide.

2.03 OPERATION:

A. Opening/Closing: Motor Operator.

B. Motor Operators:

1. Choose ONE:
  - a) Industrial-Duty, Alpine® Model Redi-Lift™ driven by heavy-duty V-belt with chain/sprocket secondary reduction. Optional auxiliary chain hoist. Maximum 1 hp. For use on doors up to 12' x 12'.  
– OR –
  - a) Colors: Gray

2.03 Mounting:

1. Interior face mounted on prepared opening.

**PART 3 - EXECUTION**

3.03 EXAMINATION

- A. Verify that dimensions are correct and project conditions are in accordance with manufacturer's installation instructions; do not proceed with installation until unacceptable conditions have been corrected.

3.04 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Ensure that units are installed plumb and true, free of warp or twist, and within tolerances specified by manufacturer for smooth operation.

3.05 FIELD TESTING

- A. Test doors for regular operation.

3.06 DEMONSTRATION

- A. Instruct the Owner's personnel in correct operation and maintenance of units.

3.07 ADJUST AND CLEAN

- A. Clean units in accordance with manufacturer's instructions.
- B. Restore slight blemishes in finishes in accordance with manufacturer's instructions to match original finish. Remove and provide new units where repairs are not acceptable to the Architect.

**END OF SECTION**

**09 260 GYPSUM WALLBOARD SYSTEM****PART 1 GENERAL**

- 5 **1.1 DESCRIPTION:**
- A. Types of work include:  
 Non-load bearing partition and furring systems.  
 Gypsum drywall including screw-type metal support systems.  
 Gypsum backing boards for application of other finishes.  
 10 Drywall finishing (joint tape-and-compound treatment).
- B. Related Work, Work/Materials Specified Elsewhere:  
 05 400 Load bearing and structural lt. ga. framing.  
 06 100 Blocking.  
 08 100 Hollow metal work.
- 15 **1.2 QUALITY ASSURANCE:**
- A. Fire-Resistance Ratings:  
 1. Where gypsum drywall systems with fire-resistance ratings are indicated for  
 20 partitions, provide materials and installations of applicable assemblies  
 tested per ASTM E 119 by fire testing laboratories acceptable to authorities  
 having jurisdiction.  
 2. Provide fire-resistance rated assemblies indicated by reference to GA File  
 No.'s. in GA "Fire Resistance Design Manual" or to design designations in UL "  
 Fire Resistance Directory" together with systems shown.
- 25 B. Gypsum Board Terminology Standard:  
 GA-505 by Gypsum Association.
- C. Single-Source Responsibility:  
 30 Obtain gypsum board products from a single manufacturer, or from  
 manufacturers recommended by the prime manufacturer of gypsum boards.
- 1.3 STANDARDS:**
- A. The applicable portions of the listed documents establish minimum requirements  
 35 and shall be followed except where modified or exceeded by these drawings or  
 specifications:  
 1. American Society of Testing & Materials:  
 2. ASTM Documents listed in specification.
- B. Gypsum Association:  
 40 1. GA216."Recommended Specifications for the Application and Finishing of  
 Gypsum Board."
- 1.4 SUBMITTALS:**
- A. Submit in accordance with Supplementary General Conditions and 01 300 series  
 45 sections.
1. Drywall Product Data:  
 a. Submit manufacturer's product specifications and installation instructions

for each gypsum drywall component, including other data as may be required to show compliance with these specifications.

**1.5 DELIVERY, STORAGE AND HANDLING:**

- A. Delivery:  
Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Storage:  
Store materials inside under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.
- C. Handling:  
Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal corner beads and trim from being bent or damaged.

**1.6 PROJECT CONDITIONS:**

- A. Environmental Requirements:  
Comply with requirements of referenced gypsum board application standards and recommendations of gypsum board manufacturer, for environmental conditions before, during and after application of gypsum board and as outlined herein.
- B. Cold Weather Protection:  
When ambient outdoor temperatures are below 55°F maintain continuous, uniform, comfortable building working temperatures of not less than 55°F for a minimum period of 48 hours prior to, during and following application of gypsum board and joint treatment materials or bonding of adhesives.
- C. Ventilation:  
Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after its application. Avoid drafts during dry, hot weather to prevent too rapid drying.

**1.7 ALTERNATES:**

Refer Section 01 100 Alternates.

**PART 2 PRODUCTS**

**2.1 MANUFACTURERS:**

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to the following:
  - 1. Metal Support Materials:  
Allied Structural Industries.  
California Expanded Metal Products.  
Delta.  
Dietrich.  
Metal Art Stud Inc.  
Steel Benders

- Western Metal Lath.
- 2. Direct Suspension Systems:
  - Chicago Metallic Corp.
  - Donn Corporation.
  - National Rolling Mills Co.
  - United States Gypsum Co.
- 3. Gypsum Board and Related Products:
  - Centrex American Gypsum Co.
  - Flintkote Products, Genstar Building Materials Co.
  - Georgia-Pacific Corp.
  - Gold Bond Building Products Div., National Gypsum Co.
  - United States Gypsum Co.

**2.2 METAL SUPPORT MATERIALS:**

- A. Ceiling Support Materials and Systems:
  - 1. Size ceiling support components to comply with ASTM C 635 unless Otherwise indicated. Hangers and furring members shall carry load of electric devices, lights, speakers, etc. Electrician shall provide devices needed to transmit weight to framing members unless detailed otherwise. Install system in accordance with ASTM C 636 unless exceeded and modified in this Section.
- B. Hanger Wire:
  - 1. ASTM A 641, soft, Class 1 galvanized, 12 ga. and heavier as required to Provide capacity of at least 3 times applied load. Install for essentially vertical support of the framing member. Provide minimum 8 ga. wire where ceiling membrane weighs 4 psf or more.
- C. Hanger Anchorage:
  - 1. Tie to structural beam or joist wherever possible.
  - 2. Prepare for hangers in metal roof deck by drilling holes (punching prohibited) through side flanges of deck ribs; not greater than 3/16" dia., and 1/2" or more from bottom flange. Drill holes for each hanger through both sides of rib. Only one hanger permitted per set of holes. Space hangers at least 12" apart on any one rib if multiple hangers required. Maximum 100 lb. load per hanger.
  - 3. Prepare for hangers in concrete decks by drilling into bottom flange of form deck before concrete is placed and inserting hanger wire curled wire to prevent falling out and to assure at least 3 times applied load pull out. Metal deck manufacturer's punch through hanger eyelets may be used and installed before concrete is placed.
- D. Support Framing:
  - 1. Cold rolled steel with rust inhibitive finish. Minimum weight per 1000 lineal feet; 1 1/2", 475 lbs.; 2", 590 lbs.
- E. Furring Members:
  - 1. ASTM C 645; 0.0179" min. thickness of base metal, channel, hat-shaped, c-shaped studs, or direct suspension tee shaped runner and cross tees and

accessories. Members designed for concealed support of gypsum board suspended and furred surfaces.

- 5 F. Furring Anchorages:
  - 1. 16-gauge galvanized wire ties, manufacturer's standard wire-type clips, bolts, nails or screws as recommended by furring manufacturer and complying with C 754.
- 10 G. Direct Suspension Systems:
  - 1. Manufacturer's standard zinc-coated system of tees, and accessories designed for concealed support of gypsum drywall ceilings; fire rated type where required.
  - 2. Systems equal to Chicago Metallic Co., #640 (standard) and #650 (fire rated).
- 15 H. Wall/Partition Support Materials:
  - 1. Studs:
    - 20 ASTM C 645; 0.0179" min. thickness (25 ga.) of base metal, galvanized, size shown min.; based on 5 psf live load, 1 or 2 layers each face, l/360 deflection and controlled by deflection.
  - 2. Door and window jamb members same except 0.0359" min. thickness (20 ga.) of base metal.
  - 25 3. Runners:
    - Match studs; channel type recommended by stud manufacturer for floor and top support of studs, and for vertical abutment of drywall work at other work.
  - 4. Ceiling deflection track:
    - 30 24 ga. galvanized lock form quality steel by Superior Metal Trim Products of H.K. Porter, Inc., or equal.
  - 5. Rated head deflection channel track shall be "The System" as manufactured by Metal-Life, Inc. or prior approved equal.
  - 6. Suspended Furring Members:
    - Same as specified for furred ceiling systems.
  - 35 7. Fasteners for Furring Members:
    - Type and size recommended by furring manufacturer for the substrate and application indicated.

**2.3 GYPSUM BOARD:**

- 40 A. ASTM C 36, of types, edge configuration and thickness indicated; in maximum lengths available to minimize end-to-end butt joints. Partition board at least as long as exposed to view height in finish layer. Backer board (ASTM C 442) may be used for base of multiple layer installation, Type 'X' and regular, thicknesses shown.
- 45 B. Regular, unless otherwise indicated.
- C. Type X for fire-resistant rated assemblies and where indicated.

- D. Backer board (base for multiple layers).
- E. Moisture resistant backer board (tile base - walls only).
- 5 F. Tapered and featured edges (rounded or beveled) for pre-filling.
- G. Foil back board.
- 10 H. Soffit board (exterior soffits and ceilings).
- I. Liner (core) board 1" thick (shaft and duct enclosures).

**2.4 TRIM ACCESSORIES:**

- 15 A. Provide manufacturer's trim accessories of types indicated for drywall work, formed of galvanized steel with either knurled and perforated or expanded flanges for nailing or stapling, and beaded for concealment of flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide corner beads, edge trim-beads, and one-piece control joint beads all with bead and face flange to receive joint compound. No J bead permitted.

**2.5 JOINT TREATMENT MATERIALS:**

- 20 A. ASTM C 475; type recommended by the manufacturer for the application indicated, except as otherwise indicated including:
- 25 B. Paper reinforcing tape.
- C. Joint compound - provide chemical-hardening-type for bedding and filling, ready-mixed vinyl-type for topping.

**2.6 MISCELLANEOUS MATERIALS:**

- 30 A. Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.
- 35 B. Gypsum Board Screws type recommended by gypsum board manufacturer for supports employed.
- C. Acoustical Sealant:
  - DAP Rubber-Based Acoustical Sealant
  - Miracle Sound Control Sealant No. 21
  - 40 Pecora BA-98 Nondrying Butyl Rubber Acoustical Sealant
  - Tremco Acoustical Sealant
  - USG Acoustical Sealant
  - Polysulfide Sealant, Pecora, DAP, or Tremco

- 45 1. Insulation - refer Section 07 210.

**PART 3 EXECUTION**

Install in accordance with Gypsum Association, manufacturer recommendations and these specifications.

5

**3.1 PREPARATION FOR METAL SUPPORT SYSTEMS:**

Coordinate ceiling anchorages work with structural decking work to ensure that inserts and other structural anchorage provisions have been installed to receive ceiling hangers.

10

**3.2 INSTALLATION OF METAL SUPPORT SYSTEMS:**

A. Comply with ASTM C 636 and 754. Framing accuracy shall be such that finishes, frames, casework, etc., can be installed within their required tolerances. Refer applicable Sections.

15

B. Do not bridge building expansion joints with support system, frame both sides of joints with furring and other support.

C. Ceiling Support Suspension Systems:

20

1. Secure hangers to structural support by connecting directly to structural member where possible, otherwise connect to inserts, clips or through eyelets.

2. Space main runners 4'-0" o.c. maximum and space hangers 4'-0" o.c. Maximum along runners, except as otherwise shown.

25

3. Level main runners to a tolerance of 1/8" in 12'-0", measured both lengthwise on each runner and transversely between parallel runners.

4. Wire-tie or clip furring members to main runners and to other structural supports as indicated.

5. Space furring member 16" o.c., except as otherwise indicated.

30

6. Install auxiliary framing at termination of drywall work, and at openings for Light fixtures and similar work, as required for support of both the drywall Construction and other work indicated for support thereon.

D. Suspension System:

35

Suspend and tie system to structure in accordance with the system test installation.

E. Wallboard:

40

1. Install one of 1/2" type "X" board, long dimension at right angles to supports, with joints staggered, securing board 1/2" from edges and as shown. No tape or finish of joints or fasteners required.

2. Install after all hangers are installed for mechanical, plumbing, fire protection, electrical, and lower ceilings, and the like which are to be hung from the structure.

45

F. Wall/Partition Support Systems:

1. Install supplementary framing, blocking and bracing at terminations in the Work and for support of fixtures, equipment services, heavy trim, furnishings, and similar work to comply with details indicated or if not otherwise indicated, to comply with applicable published recommendations of gypsum board manufacturer, or if not available, of "Gypsum Construction Handbook" published by United States Gypsum Co.
2. Construct within 1/8" of plumb in height of the wall and door opening. Door And window openings shall be within warp and diagonal dimensions required.
3. Isolate stud system from transfer of structural loading to system, both horizontally and vertically. Provide slip or cushioned type joints to attain lateral support and avoid axial loading.
4. Install runner tracks at floors, ceilings, tops of walls, and structural walls and columns where gypsum drywall stud system abuts other work, except as otherwise indicated.
5. Extend partition stud system through finish ceilings and elsewhere as indicated. Laterally brace at 4 ft. o.c. along partitions more than 8 ft. long if partition does not extend to overhead structure.
6. Terminate partition stud system at ceilings, except where indicated to be extended to structural support or substrate above.
6. Space studs 16" o.c., unless otherwise indicated securing each flange at Each track contact; may be done with wallboard fastener.
8. Continue partition system along the line indicated, over and as appropriate below openings, to intersection with another type wall. If some construction element interrupts a run of wall continue the same system between partition symbols.
9. Construct framing around plumbing fixture carriers spacing studs as necessary to fit and maintain structural integrity of the studs.
10. Frame door openings with double 20 ga. (0.0359") studs and a runner track At head and to comply with applicable published recommendations of "Gypsum Construction Handbook: published by United States Gypsum Co. Attach vertical studs at jambs with screws to jamb anchors on door frames; install runner track section (for jack studs) at head and secure to jamb studs.
11. Erect framing for door and sidelight frames plumb (true plane +/-1/16"), Jambs straight and vertical (+ 1/8" - 0" in line and across opening), diagonal dimensions across framed opening two dimensions within 1/4".
12. Frame duct and similar openings to within 1/4 inch of required size allowing For isolation between framing and penetrating member.
13. Frame openings other than door openings in same manner as required for door openings, except double and 20 ga. studs not required, and install framing below sills of openings to match framing required above door heads.

G. Furring Channel Installation:

1. Unless otherwise indicated, install at same spacing as studs for same type Wall board; vertically and or horizontally for best application.

**3.3 GYPSUM BOARD INSTALLATION:**

- 5 A. Fire protection ceiling specified in Fire Protection Ceiling.
- B. Application and finishing standards ASTM C 840 and GA 216.
- 10 C. Install sound attenuation blankets as indicated, prior to gypsum board closing the wall or partition.
- D. Install ceiling boards in the direction and manner which will minimize the number of end-butt joints, and which will avoid end joints in the central area of each ceiling. Stagger end joints at least 1'-0"
- 15 E. Install wall/partition boards vertically to avoid end-butt joints in exposed to view surfaces. At stairwells and similar high walls, install boards horizontally with end joints minimal and staggered over studs.
- 20 F. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16" open space between boards. Do not force into place.
- 25 G. Locate joints over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edges abut, tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.
- 30 H. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.
- I. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.
- 35 J. Cover both faces of steel stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally and otherwise shown.
- 40 K. Isolate perimeter of non-load-bearing drywall partitions at structural abutments. Provide 1/4" space and trim edge with L-type edge trim. Seal joints with acoustical sealant.
- 45 L. Fit board to ducts, pipes, outlets, etc., penetrating wallboard, where sound-rated drywall work is indicated seal the work as specified in Acoustic Control.
- M. Space fasteners in gypsum boards in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

- N. Single-Layer Application:
  1. On ceilings apply gypsum board prior to wall/partition board application to the greatest extent possible.
  2. On partitions/walls apply gypsum board vertically (parallel), and provide Sheet lengths which will minimize end joints; joints shall be above finish ceilings.

**3.4 ACOUSTIC CONTROL:**

- A. Sound Insulation:  
Install sound insulation batts in framing spaces with units fitting together snugly, full width stud voids, after acoustic sealant is coated on electric boxes. Refer Section 07 210.
- B. Acoustical Sealing:
  1. Where soundrated drywall work is indicated seal the work at perimeters, behind tracks and terminal studs, control and expansion joints, openings and penetrations with a continuous bead of acoustical sealant including a bead at both faces of partitions and as specifically shown. Close off sound-flanking paths around or through the work, including sealing of partitions above acoustical ceilings.
  2. Apply at least 1/8" coating of acoustic sealant on sides and back of electric boxes fit into walls with acoustic insulation and acoustic rating. Seal perimeterjoint of box penetrations.
  3. Seal joint of pipe, conduit and duct penetrations with sealant at each wall Face sheet. Force sealant into and fill joints.

**3.5 OTHER SEALING:**

- A. At furred exterior walls seal perimeter of wall areas and penetrations through wall board with sealant bead at edges of board.

**3.6 ACCESSORY INSTALLATION:**

- A. Use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Fasten flanges by stapling in accordance with manufacturer's instructions and recommendations only if specifically approved.
- B. Install metal corner beads at external corners of drywall work. Clinch or screw in place, tape flanges and fill in compound at least 8 inches back from corner.
- C. Install metal edge trim whenever edge of gypsum board would otherwise be exposed; abutting a differing material or not covered with other trim.
- D. Install metal control joint (beaded-type) at 30 ft. intervals along long walls or as shown.

**3.6 FINISHING OF DRYWALL:**

- A. Apply treatment at gypsum board joints (both directions), flanges of trim accessories, fastener heads, surface defects and elsewhere as required to

prepare work for decoration. Pre-fill open joints and rounded or beveled edges, if any, with compound.

- 5
- B. Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.
- 10
- C. Apply joint compound in 3 coats (not including pre-fill of openings in base), and sand between last 2 coats and after last coat. Thoroughly clean compound off metal beads leaving a smooth metal edge.
- D. In areas to be tiled using organic adhesive, tape joints and apply 4" wide coat of joint compound.
- 15
- E. Omit third coat of compound and all sanding on concealed drywall work such as above finish ceilings.

20

**3.7 PROTECTION OF WORK:**

- A. Provide protection and maintain conditions, in a manner which ensures gypsum drywall work being without damage or deterioration at time of substantial completion.

25

**END OF SECTION**

09 300 TILE WORK

PART 1 GENERAL

5

DESCRIPTION:

Tile work includes furnishing and installing all ceramic and quarry tile floors and walls and related items of tile work.

10

STANDARDS:

The applicable portions of the listed documents establish minimum requirements and shall be followed except where modified or exceeded by these drawings or specifications:

15

Tile Council of America:

TCA Handbook for Ceramic Tile Installation, latest edition.

20

American National Standards Institute:

ANSI Specifications referenced.

SUBMITTALS:

25

Submit in accordance with Supplementary General Conditions and 01 300 series sections.

Samples: Tile and grout, submit for color selection.

30

Prepare (3)-12" square panels of each type tile and grout colors selected for Architect's approval. After approval, Architect will keep one, installer shall receive one, and Contractor shall keep one at project.

35

JOB CONDITIONS:

Prohibit all traffic in areas where tile has been set.

Use kneeling boards for work and walking on newly tiled floors.

40

Preheat, maintain heat and ventilation before, during, and after installation as recommended by TCA and manufacturer.

45

Refer Section 01 230 Alternates.

5

PART 2 PRODUCTS

CERAMIC TILE:

10 Match existing

Floor Tile

Type - unglazed impervious ceramic mosaic.

15 Size - 2" x 2" with miscellaneous shapes as shown or required. May be back mounted.

Field floor tile color shall be Price Group 1. Approximately 15% of project will contain accent tile work, Price Group 3.

20

Interior Wall Tile

Type - matte glazed, 4¼" x 4¼", modified cushion edge, wall tile with miscellaneous shapes as shown and needed. Bullnose open edges, trim same length as field units. Cove base and outside corners. Inside corners square. May be back mounted. Reference detail A6/A-552 drawings for typical pattern layout.

25

SETTING BED MATERIALS:

30 Mortar Bed

Portland Cement ASTM C150 Type 1.  
Sand ASTM C144.  
Hydrated lime Type S ASTM C206 or C207.  
Water clean and potable.

35

Thin Set

Products of domestic manufacturer. Latex Portland Cement mortar conforming to or exceeding ANSI 118.4. Add latex to grout in the amount recommended by latex manufacturer to achieve maximum bond or use factory mixed product.

40

TILE GROUT:

Products of domestic manufacturer. Grout conforming to or exceeding ANSI 118.3 and 118.5.

45

Floor Grout

Color(s) as selected from manufacturer's standard colors and as may be mixed to produce selected color.

- 5 Latex-portland cement grout, with latex added to grout in amount recommended by manufacturer, mixed to produce selected color. Factory mixed latex-portland cement grout may be used.

Wall Grout

- 10 Non-shrinking - non-expanding, non-toxic, dense, bacterial growth inhibitive, factory prepared, stain resistant, non-efflorescing, ready for mixing with water.

Thin Bed Waterproofing:

- 15 Chlorinated Polyethylene(CPE) composite waterproofing. Dal-Seal TS or approved equal. Manufactured from non-plasticized chlorinated polyethylene, a synthetic elastomer laminated to non-woven polyester on both sides.
- 20 Use under thin-set tile in all showers. Include preformed outside corners, seaming cement, sealant for drains, penetrations and terminal edges.

Exterior Stone Tile Mortar and Grout

- 25 Setting Mortar: lightweight, non-slip, non-slump mortar to meet or exceed ANSI A118.4 and A118.11 without the need for additives.  
Manufacturers: Custom Building Products 'Megalite' (specified)  
Latticrete

- 30 Grout:  
Portland cement grout, sanded, meet or exceed ASTM C627, ANSI A118.6.  
Manufacturers: Match existing

- 35 Cleaner  
Sulfamic acid by Hayward Thompson Chemical Co.  
Sure Clean #600.

Sealer

- 40 Silicone sealer for sealing grout joints. Seal all finished tile work; H.B. Fuller sealer or equal.

PART 3 EXECUTION

- 45 General

Install in accordance with TCA's Handbook for Ceramic Tile Installation for conditions and substrate involved.

5 Minimum 50°F temperature, ambient, surface and material, during and 3 days after installation.

Clean surfaces to receive tile.

10 Level and grade mortar setting bed.

Verify substrate floor is properly leveled or graded to drains where thin-set bed employed.

15 At wet areas (showers and shower rooms) install membrane waterproofing on floors and turn up walls, and under drains in strict accordance with manufacturer's installation requirements. Use only those accessories approved by the waterproofing manufacturer.

20 Set tile to provide uniform smooth surface.

Match existing.

25 Cuts made with saw or drill.

Borders uniform and not less than ½ tile.

Trim joints same spacing as wall tile.

30 Joints straight, even, in line.

Align wall joints with floor joints of same type tile units.

35 Install special shapes as required, including cove at floor edges, curbs, etc.

Use surface bullnose at outside corners and at discontinuous edges of wall tile.

40 Replace marred broken or chipped units.

Methods (TCA Designations)

45 Floors scheduled "T" - F113-03 with Latex-Portland Cement Mortar. Walls scheduled "T" - W242-03 with organic adhesive or W211-03 as appropriate for substrate.

Shower floors scheduled "T"- B415-03 with thin-set tile for slope

to drain over shower pan.

Cut Stone Tile: W202-03 with latex-portland cement mortar ANSI A118.4, portland cement grout ANSI A118.6. Install to ANSI A108.5, A108.10.

5

#### Control/Expansion Joints

Areas 12 ft. or less require no joint at edges and obstructions.

10 Ceramic Tile: 3/16" wide. Increase joint width 1/16" for each 4 ft. spacing greater than 12 ft. between joints. Never more than 24' o.c..

Cut Stone Tile: Minimum joint width 3/8" No more than 12' o.c..

15 Provide joint at perimeter of tile areas, in recessed beds, and at other restraints.

Joint layout in tile field above joints in substrate and subject to Architect approval.

20 Construction joints full depth of tile and setting bed.

25 Fill joint with compressible filler and back-up for sealant. Asphalt products not permitted. Sealant depth 1/2 joint width. Seal joints with sealant specified Section 07 900 after grout is cured, control joints thoroughly cleaned and BEFORE tile sealer is applied. Color matching grout joint color or as selected by Architect.

#### Grouting

30 Do not mix grout material with any other material except drinkable water. Mix thoroughly.

35 When tile is locked in place work mixed joint grout (filler) into joints until joints are full. Rub in and apply second coating as recommended by manufacturer.

40 Clean surplus from surfaces. If manufacturer permits use, dilute commercial foaming cleaner if absolutely necessary. If used apply cleaner only on wetted surfaces and thoroughly rinse off all cleaner when tile work is clean.

#### Protection and Curing

45 After installation keep all traffic off horizontal installations at least 72 hours, and all heavy traffic off at least one week.

After grouting, clean thoroughly and cover the entire surface(s)

ATC COFFEE SHOP

02915.07

with a kraft-type paper with edges lapped and sealed. Leave paper in place for a minimum of three days. Other coverings if recommended by manufacturer, may be employed for curing membrane.

5 Sealing

After curing uncover and allow tile to dry. Install sealant in control/expansion joints and allow to cure. Immediately before sealing clean surfaces, if needed. Apply sealer to all tiled surfaces in accordance with manufacturer's recommendations.

10

END OF SECTION

**09 900 PAINTING**

**PART 1 GENERAL**

5

**1.1 DESCRIPTION:**

A. Types of Work Included:

- 1. Painting and finishing of interior and exterior items and surfaces, unless Otherwise indicated.
- 10 2. Includes, in areas exposed to view in finished building, field painting of bare and covered pipes, conduits and ducts (does not include color coding), hangers,exposed steel and iron work, exposed surfaces of roof top and exterior equipment and accessories, equipment, grilles, registers, and louvers although installed under mechanical and electrical work.
- 15 3. Paint all exposed surfaces, except as otherwise indicated, whether or not Colors are designated. If not designated, match adjacent painted surface; if not in a painted surface, in general match trim color.
- 20 4. Handle and finish wood doors in accordance with the manufacturer's Guarantee requirements, Refer 08 210, so not to void guarantee.
- 25 5. Pre-finished factory or shop prime finished devices and equipment exposed to view outdoors or inside areas other than mechanical, electrical utility or custodial rooms, shall be considered as being primed only and not as having been "Pre-Finished"; including but not limited to: access doors, roof scuttles, access ladders, irrigation control enclosures; mechanical and electrical equipment such as rooftop HVAC equipment, exhaust fans, hoods, transformers, switchgear enclosures, distribution panels or other similar cabinets, frames, doors, panels and covers. Paint or otherwise finish as scheduled or as directed by architect.
- 30 6. Paint exposed, primed or bare mechanical and electrical work located outdoors and in areas subject to direct or indirect weather and/or moisture conditions; including but not limited to: ducts, gas piping, waste lines and vents, supply lines, condensate lines; electrical transformers, panels, boxes, conduit, lighting poles, standards and brackets; fire protection main and branch lines; miscellaneous hangers, brackets and metal surfaces of equipment and frames installed by others under mechanical and electrical work.
- 35 7. When painting of mechanical, electrical, utility and custodial spaces is scheduled it is intended that the walls and ceilings or structure, as applicable, be finish painted where visible from normal level viewing. In this situation paint pipe, conduit fittings, accessories, etc., mounted at surfaces or within structure to be painted (more easily painted than masked out). Painting of ducts is required. Painting of piping, conduit, fittings, accessories, etc., positioned away from painted surfaces (not requiring masking to prevent being painted) is required.
- 40 8. Color coding and identification of piping, if required, is specified in
- 45 respective trade sections.

B. Work Not Included:

- 1. Unless otherwise indicated, shop priming of ferrous metal items and Fabricated components are included under their respective trades. Pre-finished items, such as metal toilet partitions (for which colors are especially selected), brick, stone, acoustic material and the like are not included.
- 2. Unless otherwise indicated, painting is not required on surfaces of and Within concealed areas, nor in areas where finish painting is not scheduled.
- 3. Finished metals such as colored anodized aluminum, stainless steel, and Similar metals will not be painted.
- 4. Do not paint any moving parts of operating units, or over any equipment identification, performance rating, name or nomenclature plates or code required labels.

**1.2 QUALITY ASSURANCE:**

- A. Provide first quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best grade product will not be acceptable.
- B. Provide undercoat paint produced by same manufacturer, and use only within recommended limits.
- C. Manufacturer:  
Provide coatings manufactured by one of the following:  
Benjamin Moore.  
Cook  
Dutch Boy  
Glidden  
Dunn-Edwards/Wellborn.  
Kwal-Hanley.  
Pittsburg.  
Sherwin-Williams.

**1.3 ENVIRONMENTAL REQUIREMENTS:**

- A. Material shall not contain asbestos, mercury or lead.
- B. Material shall meet all applicable federal, state and local laws pertaining to Volatile Organic Compound content and evaporation levels. In locations where specified coating or paint is prohibited, the Architect shall be notified in writing and the proper coating or paint shall be substituted.
- C. In-so-far as possible, one manufacturer's products shall be used.

**1.4 JOB CONDITIONS:**

- A. Acceptance of Surface:  
The application of any paint or coating shall constitute acceptance of that surface as suitable. Correct surface defects as required. In the event of

incompatibility of materials, the problem shall be resolved prior to any application.

- 5 B. Lighting:  
Provide not less than twenty (20) foot candles illumination for all surfaces to be painted or coated.

**1.5 SUBMITTALS:**

- 10 A. Product Data:
  - 1. Submit manufacturer's technical data and application instructions for each type of paint and coating required.
- 15 B. Color Selector:
  - 1. Submit full range of colors and/or stains from manufacturer's standard pastels, accent and deep tone selections.
- 20 C. Draw Down Samples:
  - 1. After final color selections have been chosen, submit actual colors on 3x5 Sample cards for verification.
- 25 D. Paint Certification:
  - 1. Submit manufacturer's certification that paint furnished complies with first qualitygrade material as herein specified.
- 30 E. Color Samples and Schedules:
  - 1. Submit paint and/or stain color chips for Architect's selection of color.
- 35 F. Schedule and Mock Up:
  - 1. Color schedules will be furnished to Contractor, by Architect, before application of prime coats.
  - 2. Contractor shall prepare in place, samples from colors selected, for Architect's final approval prior to painting.
  - 3. Prepare texture paint sample(s) for approval of texture.

**1.6 PROJECT CLOSEOUT DOCUMENTS:**

- A. Color Schedule - Furnish list of approved color selections incorporated on project. Include trade names, etc. as appropriate. Bind one (1) copy in each Close-Out Manual.

**PART 2 PRODUCTS**

**2.1 Unless specifically approved** as required under submittals paragraph in this Section the paints shall be the first quality manufactured line and shall meet all requirements of this Specification and shall be manufactured by companies specified herein, or an acceptable substitution. Use only oils, thinners and driers as recommended by the paint products which are not intended for use on the project shall not be brought to the site.

The paint must meet or exceed the following standards as determined by these test methods:

Opacity (TT-P-141 #4121), Reflectance (TT-P-141 #6121), and Scrubbability (ASTM

|    | <b>LATEX</b>        | <b>SCRUB CYCLES</b> | <b>OPACITY</b> | <b>REFLECTANCE</b> |
|----|---------------------|---------------------|----------------|--------------------|
| 5  | Interior Flat       | 350                 | 0.975          | 89.0               |
|    | Interior Semi-Gloss | 800                 | 0.978          | 89.0               |
|    | Exterior Flat       | 550                 | 0.966          | 89.0               |
|    | Exterior Semi-Gloss | 800                 | 0.978          | 89.0               |
|    | <b>ALKYD</b>        |                     |                |                    |
| 10 | Interior Semi-Gloss | 1000                | 0.970          | 87.0               |
|    | Interior Gloss      | 1000                | 0.970          | 89.0               |
|    | Exterior Semi-Gloss | 1000                | 0.970          | 87.0               |
|    | Exterior Gloss      | 1000                | 0.970          | 89.0               |

15

**2.2 INTERIOR PAINT SYSTEMS:**

- A. Gypsum Drywall:
  - 1<sup>st</sup> Coat: Vinyl-Acrylic Latex Primer; Flat 0-9% on 60° meter; Volume Solids 37%min.
  - 2<sup>nd</sup> Coat: 100% Acrylic Enamel (Non-blocking); Semi-Gloss 41-69% on 60° meter; Volume Solids 34% min.
  - 3<sup>rd</sup> Coat: 100% Acrylic Enamel (Non-blocking); Semi-Gloss 41-69% on 60° meter; Volume Solids 34% min.
- B. Epoxy:
  - 2<sup>nd</sup> Coat: Waterborne Epoxy Coating; Gloss; Volume Solids 50% min.
  - 3<sup>rd</sup> Coat: Waterborne Epoxy Coating; Gloss; Volume Solids 50% min.
- C. Metal – Ferrous:
  - 1<sup>st</sup> Coat: Alkyd White Corrosion Inhibitive Primer; Flat 0-9% on 60° meter; Volume Solids 56% min.
  - 2<sup>nd</sup> Coat: Alkyd Enamel; Semi-Gloss 41-69% on 60° meter; Volume Solids 54% min.
  - 3<sup>rd</sup> Coat: Alkyd Enamel; Semi-Gloss 41-69% on 60° meter; Volume Solids 54% min.
- D. Metal - Galvanized & Aluminum:
  - 1<sup>st</sup> Coat: Alkyd Galv-Alum Primer; Flat 0-9% on 60° meter; Volume Solids 44% min.
  - 2<sup>nd</sup> Coat: Alkyd Enamel; Semi-Gloss 41-69% on 60° meter; Volume Solids 54% min.
  - 3<sup>rd</sup> Coat: Alkyd Enamel; Semi-Gloss 41-69% on 60° meter; Volume Solids 54% min.
- E. Wood – Painted:
  - 1<sup>st</sup> Coat: 100% Acrylic Enamel Undercoater; Flat 0-9% on 60° meter; Volume Solids 43% min.
  - 2<sup>nd</sup> Coat: 100% Acrylic Enamel (Non-blocking); Semi-Gloss 41-69% on 60° meter; Volume Solids 34% min.
  - 3<sup>rd</sup> Coat: 100% Acrylic Enamel (Non-blocking); Semi-Gloss 41-69% on 60° meter; Volume Solids 34% min.
- F. Wood – Stained:
  - 1<sup>st</sup> Coat: Alkyd Stain; Volume Solids 4% min.
  - 2<sup>nd</sup> Coat: Lacquer Sanding Sealer; Volume Solids 14% min.
  - 3<sup>rd</sup> Coat: Lacquer; Semi-Gloss 41-69% on 60° meter; Volume Solids 18% min.

45

4<sup>th</sup> Coat: Lacquer; Semi-Gloss 41-69% on 60° meter; Volume Solids 18% min.

G. Wood – Clear Finish:

1<sup>st</sup> Coat: Lacquer Sanding Sealer; Volume Solids 14% min.

2<sup>nd</sup> Coat: Lacquer; Semi-Gloss 41-69% on 60° meter; Volume Solids 18% min.

3<sup>rd</sup> Coat: Lacquer; Semi-Gloss 41-69% on 60° meter; Volume Solids 18% min.

H. Floors – Sealer: (Concrete)

1<sup>st</sup> Coat: Acrylic Resin Sealer/plus 100% Acrylic color (5:1 ratio)

2<sup>nd</sup> Coat: Acrylic Resin Sealer/plus 100% Acrylic color (5:1 ratio)

## **PART 3 EXECUTION**

### **3.1 Job Conditions:**

A. Paint only in dry weather when temperature is 50°F and higher.

B. Stop exterior work sufficiently early to permit film to set up before condensation, frost, and moisture (caused by night temperature drops) occur.

C. Do not begin exterior painting until frost or condensation evaporates and surface is moisture free.

D. Keep paint at room temperature and above 55°F.

E. Clean dust, dirt, and debris from rooms before interior painting.

F. Paint only dry wood (less than 15% moisture) defer exterior painting 2 to 3 days after rain.

G. Keep an approved type, properly inspected fire extinguisher at a convenient location within the room at all times. Keep waste and oily rags in sealed containers. Remove from building each night.

H. Remove rubbish and accumulated materials from premises regularly.

### **3.2 SURFACE PREPARATIONS:**

A. General:

Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

B. Wood:

Clean wood surfaces to be painted of dirt, oil or other foreign substances with scrapers, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sandpaper smooth when dried.

When transparent finish is required, use spar varnish for backpriming.

C. Mildew:

Scrub surface with a solution of Tri-Sodium Phosphate and 25 percent bleach. Flush thoroughly with fresh water and allow surface to dry completely. Coat surface with mildew resistant coating.

D. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare, where Required by other sections of these specifications. Hard glossy prime coats must be sanded to provide profile for finish coat.

E. Galvanized Metal:

Clean all surfaces of foreign matter by wiping with Mineral Spirits, or other cleaner manufactured for the specific purpose of conditioning galvanized metal.

**3.3 MATERIALS PREPARATION:**

Mix and prepare painting materials in accordance with manufacturer's directions.

Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

**3.4 APPLICATION OF PAINT:**

General:

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint in direct hot sun or when temperature of surface and material is below 40°F. Allow each coat to dry at least 48 hours, unless time is specifically permitted by paint manufacturer, before application of succeeding coats. Remove accessories, plates, hardware, lighting fixtures and similar devices, or provide masking during painting operations. Finish work shall be uniform, proper color, free of runs, sags or flooding. For high gloss enamel finishes, lightly sand each undercoat. At completion, touch-up and restore damaged finishes or spots.

A percentage of this project will be finished in an accent and deep tone paint system as scheduled, or if not scheduled, as directed by the Architect, at no additional cost.

Assure that surfaces are properly prepared to receive paint. Application of paint shall constitute acceptance of surface condition by painter. Thin paints only as recommended by the manufacturer of the paint. Do not use solvents for thinning which have been previously used to clean brushes and equipment.

Minimal Coating Thickness:

Apply each material at manufacturer's recommended spreading rate and sufficient to provide a total dry film thickness for the completed system of prime and finish coats of not less than 5.0 mil for 3-coat work and/or 3.5 mil for 2-coat work. Enamel shall be at least one mil thicker than prescribed above.

Number of coats specified presumes full hide with coatings applied in thicknesses recommended by manufacturer for each coat. If more coats are needed to

provide proper cover and finish, the Contractor shall provide needed coats at no extra cost.

Methods:

5 Use only paint methods appropriate for the particular painting application, using care to protect adjacent finishes from overspray, paint smears or other defacement.

Back Priming:

required on all wood trim.

Back Rolling:

10 required on all sprayed applications.

Wood Doors:

Sand doors prior to finishing and between finish coats.

15 Seal top and bottom edges if doors are stored more than a few days before fitting and hanging.

Apply finish as soon as door is fitted.

**3.5 CLEAN-UP AND PROTECTION:**

20 Clean-Up:

During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

25 Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection:

30 Protect work of other trades, whether to be painted or not, against damage by painting and refinishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary operations.

35 At completion of work of other trades, touch-up and restore all damage or defaced painted surfaces.

Touch-up or patched areas shall be "feathered-in" to adjacent paint to provide a uniform appearance acceptable to the Architect. Otherwise, paint entire surface from interior corner to interior corner as directed at no additional cost.

40 Pipe Markings:

Marking by trades installing piping when specified in their trade section.

45

**END OF SECTION**

## SECTION 15010

## GENERAL MECHANICAL REQUIREMENTS

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Mechanical Division Index
- B. References
- C. Codes and Permits
- D. Operation and Maintenance Instructions
- E. Record Drawings
- F. Qualifications
- G. General Submittal Information
- H. Altitude Ratings
- I. Painting
- J. Access Doors
- K. Cooperation with other Trades
- L. Piping and Ductwork Sealant through Walls
- M. Protection of Materials and Equipment
- N. Manufacturer's Instructions
- O. Tests
- P. Installation Check
- Q. Operational Test
- R. Interruption of Services

## 1.02 RELATED SECTIONS

- A. The requirements listed under General Conditions, Specific Conditions and Special Conditions and the General Requirements are applicable to this section and all subsequent sections of Division 15 and form a part of the contract.

## 1.03 MECHANICAL DIVISION INDEX

- 15010 General Mechanical Requirements
- 15250 Mechanical Systems Insulation
- 15401 Building Water Supply System
- 15405 Building Soil and Waste System
- 15450 Plumbing Fixtures, Trim and Equipment
- 15800 Air-Tempering System
- 15990 Testing, Adjusting and Balancing of Mechanical Systems

#### 1.04 Scope of Work

Heating, air conditioning, and plumbing design for a tenant improvement project.

#### 1.05 REFERENCES

1. ASME - B40.1 - Gages - Pressure Indicating Dial Type - Elastic Element.
2. ASME MFC-3M - Measurement of Fluid Flow in Pipes Using Orifice, Nozzle and Venturi.
3. ASTM D2458 - Method of Flow Measurement by The Venturi Motor Tube.
4. ASTM E1 - Specification for ASTM Thermometers.
5. ASTM E77 - Verification and Calibration of Liquid-in-Glass Thermometers.
6. AWWA C700 - Cold Water Meters - Displacement Type.
7. AWWA C701 - Cold Water Meters - Turbine Type for Customer Service.
8. AWWA C702 - Cold Water Meters - Compound Type.
9. AWWA C706 - Direct Reading Remote Registration System for Cold Water Meters.
10. AWWA M6 - Water Meters - Selection, Installation, Testing, and Maintenance.
11. ISA RP 3.2 - Flange Mounted Sharp Edged Orifice Plates for Flow Measurement.
12. UL 393 - Indicating Pressure Gages for Fire and Protection Services.
13. UL 404 - Gages, Indicating Pressure, for Compressed Gas Service.
14. ASME B31.1 - Power Piping

15. ASME B31.2 - Fuel Gas Piping
16. ASME B31.5 - Refrigeration Piping
17. ASME B31.9 - Building Services Piping
18. ASTM F708 - Design and Installation of Rigid Pipe Hangers.
19. MSS SP58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
20. MSS SP69 - Pipe Hangers and Supports - Selection and Application.
21. MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
22. NFPA 13 - Installation of Sprinkler Systems.
23. NFPA 14 - Installation of Standpipe and Hose Systems
24. UL 203 - Pipe Hanger Equipment for Fire Protection Service

#### 1.06 CODES AND PERMITS

- A. The mechanical work shall be performed in strict accordance with the applicable provisions of the Uniform Building Code 2003 Edition, Uniform Plumbing Code 2003 Edition, Uniform Mechanical Code 2003 Edition as adopted and interpreted by the State of New Mexico, the City of Albuquerque and the National Fire Protection Association (NFPA) Regulations, current adopted edition, regarding fire protection, heating and ventilating and air conditioning systems and electrical systems. All materials and labor necessary to comply with rules, regulations and ordinances shall be provided. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern. The Contractor shall hold and save the Architect free and harmless from liability of any nature or kind arising from his failure to comply with codes and ordinances.
- B. Permits necessary for performance of the work shall be secured and paid for by the Contractor.

#### 1.07 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. The Contractor shall furnish the Architect complete operating and maintenance instructions covering all

units of mechanical equipment herein specified. Furnish three [3] copies of all the literature; each shall be suitably bound in loose leaf book form.

- B. Operation and maintenance data: Include installation instructions, assembly views, spare parts list, wiring diagrams, and lubrication instructions. Include maintenance and inspection data, instruction for filter replacement or periodic cleaning requirements, servicing requirements, cleaning requirements, replacement part numbers and availability, and service depot location and telephone.
- C. A "Lubrication Chart" framed under glass shall be provided listing all types of oil to be used for each piece of equipment and the recommended frequency of lubrication. This chart shall be hung on the wall of the equipment room as directed by the Architect.
- D. Upon completion of all work and all tests, Contractor shall furnish the necessary skilled labor and helpers for operating the mechanical systems and equipment for a period of one (1) day of eight (8) hours. During this period, the Contractor shall instruct the Owner or his representative fully in the operations, adjustment and maintenance of all equipment furnished. Contractor shall provide at least two (2) weeks notice to the Architect in advance of this period.
- E. The O& M manuals, the Test and Balance Report and the control as-builts shall be bound together along with the equipment model numbers and by the codes used on the drawings. The name, address, and phone number of the local supplier shall be included in the manuals.

#### 1.08 RECORD DRAWINGS

- A. The Contractor shall be responsible to maintain a complete and accurate set of marked up drawings showing information on the actual location of all mechanical work, and in particular, where changes were made during construction. These drawings shall be transmitted to the Architect.
- B. See Division 1, Section for additional requirements associated with Project Record Drawings.

#### 1.09 QUALIFICATIONS

- A. Installer: Company specializing in performing the work in the following respective sections with a minimum of three [3] years documented experience.
- B. All welders shall be certified in accordance with the

ASME

Boiler Test Code, Section IX, latest issue.

- C. Manufacturer: Company specializing in manufacturing the products specified in the following respective sections with a minimum of three (3) years documented experience.
- D. Design applications to be under direct supervision of a Professional Engineer experienced in type of work and licensed at the place where the project is located.

#### 1.10 GENERAL SUBMITTAL INFORMATION

- A. The Contractor shall submit to the Architect submittal brochures of all equipment, fixtures and materials to be furnished under Division 15.

See Division 1, for submission requirements.

- B. The Contractor shall submit seven (7) copies of submittal brochures for review. Brochures shall be submitted within thirty (30) days after contract award.
- C. Complete data must be furnished showing performance, quality and dimensions. No equipment or materials shall be purchased prior to receiving written notification from the Architect that submittals have been reviewed and marked either "FURNISH AS SUBMITTED", "SUBMIT SPECIFIED ITEM", "FURNISH AS CORRECTED". Submittals returned marked "FURNISH AS CORRECTED" do not require re-submittal provided that the Contractor agrees to comply with all exceptions noted in the submittal, and so states in a letter to the Architect.
- D. Review and Approval of Submittals: Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and with the information indicated on the Drawings and stated in the Specifications. Approval of a separate item as such will not indicate approval of the assembly in which the item functions. Approval of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, nor shall approval relieve the Contractor of responsibility for the equipment fitting within the allotted space shown on the drawings with all clearances required for equipment operation, service and maintenance including a minimum of three (3) feet clear in front of all electrical control equipment and panels, for errors or omissions

in the submittals; or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, functioning and completion of the Work.

- E. Use of approved substitutions does not relieve the Contractor from compliance with the Contract Documents. Contractor shall bear all extra expense resulting from approved substitutions where substitutions affect adjoining or related work required in this Division or other Divisions of this Specification.
- F. If Contractor substitutes equipment for that drawn to scale on the drawings, he shall prepare a 1/4"=1'-0" fabrication drawing for each equipment room where a substitution is made, using dimensions of substituted equipment, to verify that equipment will fit space with adequate clearances for maintenance. This 1/4"=1'-0" fabrication drawing shall be submitted and approved by the Architect before construction begins.
- G. Unauthorized Substitutions: If substitute materials, equipment or systems are installed without prior approval or are installed in a manner which is not in conformance with the requirements of this Specification and for which the Contractor has not received written approval, removal of all the unauthorized materials and installation of those indicated or specified shall be provided at no extra cost to the Owner.
- H. Expense: All costs for the preparation, correction, delivery, and return of the submittals shall be borne by the Contractor.
- I. Prior Approval: If the contractor wants to substitute equipment in place of the specified equipment, he must comply with the requirements for substitutions in the Instructions to Bidders.

## PART 2 - PRODUCTS

### 2.01 ALTITUDE RATINGS

- A. Unless otherwise noted, all specified equipment capacities are for an altitude of 5,000 feet above sea level and adjustments to manufacturer's ratings must be made accordingly.

### 2.02 PAINTING

- A. All finish painting of mechanical equipment will be under Section 09900, Painting, unless equipment is

hereinafter specified to be provided with factory applied finish coats.

- B. All equipment shall be provided with factory applied prime finish, unless otherwise specified.

## 2.03 ACCESS DOORS

- A. Furnish all access doors required for access to dampers, controls, or other items for which access is required for either operation or servicing. All costs incurred through failure to perform this function as the proper sequence of this work dictates shall be borne by the Contractor. The type of access door shall be as required by the room finish schedule. Acoustical tile access doors shall be equal to Krueger Style B, Style A for acoustical plaster or Style C-CE for sidewall drywall or plaster construction.
- B. Access doors shall be not less than 24" x 24" in size except that larger panels shall be furnished where required, and panels in tile or other similar patterned ceilings shall have dimensions corresponding to the tile or pattern module.
- C. Where access doors are installed in walls required to have a specific fire rating, the access door installed shall be fire rated access door with U.L. label, as manufactured by Milcor or approved equal. Access door in 1-hour construction shall be Class C and access doors in 2-hour construction shall be Class B.

## PART 3 - EXECUTION

### 3.01 COOPERATION WITH OTHER TRADES

- A. The Contractor shall refer to other parts of these specifications covering the work of other trades which must be carried on in conjunction with the mechanical work so that the construction operations can proceed without harm to the Owner from interference, delay, or absence of coordination. The Contractor shall be responsible for the size and accuracy of all openings.
- B. The mechanical drawings show the general arrangement of all piping, ductwork, equipment, etc., and shall be followed as closely as actual building construction and work of other trades will permit. The Architectural and Structural Drawings shall be considered as part of the work insofar as this information furnishes the Contractor with details relating to design and construction of the building.

Architectural Drawings shall take precedence over the Mechanical Drawings. Because of the small scale of the Mechanical Drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. The Contractor shall investigate the structural and finish conditions affecting the work and shall arrange his work accordingly, providing such fittings, valves, and accessories as may be required to meet such conditions. Should conditions necessitate a rearrangement of piping, such departures and the reasons therefore shall be submitted by the Contractor to the Architect for approval in the form of detailed drawings showing the proposed changes. No such changes shall be made without the written approval of the Architect. All changes shall be marked on a set of drawings which shall subsequently be turned over to the Architect.

- C. The Contractor shall verify the dimensions and conditions governing his work at the building. No extra compensation shall be claimed or allowed on account of differences between actual dimensions, including dimensions of equipment, fixtures and materials furnished, and those indicated on the drawings. Contractor shall examine adjoining work, on which his work is dependent for perfect efficiency, and shall report any work which must be corrected. Coordination of all mechanical work within the building will be the direct responsibility of the Contractor. Review of submittal data in accordance with paragraph "Submittals" shall in no manner relieve the Contractor of responsibility for the proper installation of the mechanical work within the available space. No waiver of responsibility for defective work shall be claimed or allowed due to failure to report unfavorable conditions affecting his work. Installation of equipment and systems within the building space shall be carefully coordinated by the Contractor with all building trades. Installation of mechanical equipment within the ceiling cavity shall be in the following order of priority:
1. Plumbing soil, waste and roof drain lines.
  2. Supply, return and exhaust ductwork.
  3. Lighting, bus duct and electrical cable trays.
  4. Domestic hot and cold water mains.
  5. Vent piping (for waste system).
  6. Domestic hot and cold water branch piping.

### 3.02 EQUIPMENT SUPPORT

- A. Contractor shall provide support for equipment to the building structure. Contractor shall furnish all necessary structures, inserts, sleeves, and hanging devices for installation of mechanical and plumbing equipment, ductwork and piping, etc. Contractor shall completely coordinate installation of such devices with all trades and Sub-Contractors. Contractor must further verify with the Architect that the devices and supports are adequate as intended and do not overload the building's structural components in any way.

### 3.03 PIPING AND DUCTWORK SEALANT THROUGH WALLS

- A. Sealant shall be capable of sealing pipe and duct openings to restore fire and smoke rated walls and floors to their rated integrity. Sealant shall be UL classified. All penetrations in fire and smoke rated wall or floor assemblies shall be closed with 3M, or approved equal, fire barrier penetration sealing systems, #7902/7904, CP-25 caulk or 303 putty and installed in accordance with instructions.

### 3.04 PROTECTION OF MATERIALS AND EQUIPMENT

- A. The Contractor shall be responsible for the protection of all work, materials and equipment furnished and installed under this section of the specifications, whether incorporated in the building or not.
- B. The Contractor shall provide protection for all work where necessary and shall be responsible for all damage done to property, equipment and materials. Storage of materials within the building shall be approved by the Architect prior to such storage.
- C. Pipe opening shall be closed with caps or plugs to prevent lodgement of dirt or trash during the course of installation. Plumbing fixtures shall not be used by the construction forces. At the completion of the work, fixtures, equipment and materials shall be cleaned and polished thoroughly and delivered in a condition satisfactory to the Architect.

### 3.05 MANUFACTURER'S INSTRUCTIONS

- A. All equipment shall be installed in strict accordance with recommendations of the manufacturer. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to the Architect who shall make such compromises as he deems necessary and desirable.

## 3.06 TESTS

- A. All tests shall be conducted in the presence of the Architect. The Contractor shall notify the Architect one week in advance of all tests. Contractor shall make all necessary preliminary tests to ensure a tight system. Any joint found leaking under test shall be broken, cleaned, remade, and a new test applied. Requirements for testing are specified under the sections covering the various systems. The Contractor shall furnish all necessary equipment, materials, and labor to perform the required tests.

## 3.07 INSTALLATION CHECK

- A. An experienced, competent, and authorized representative of the manufacturer or supplier of each item of equipment indicated below shall visit the site of the work and inspect, check, adjust if necessary, and approve the equipment installation. In each case, the equipment supplier's representative shall be present when the equipment is placed in operation. The equipment supplier's representative shall revisit the job site as often as necessary until all trouble is corrected and the equipment installation and operation is satisfactory to the Architect.
- B. Each equipment supplier's representative shall furnish to the Architect a written report certifying that the equipment (1) has been properly installed and lubricated; (2) is in accurate alignment; (3) is free from any undue stress imposed by connecting piping or anchor bolts; and, (4) has been operated under full load conditions and that it has operated satisfactorily.
- C. Equipment Requiring Installation Check

Plumbing Fixtures  
Air Distribution

## 3.08 OPERATIONAL TEST

- A. After completion of testing, adjusting and balancing work, see Section 15990, the Contractor shall make an operating test covering all equipment furnished and installed under Division 15. This test shall cover a period of not less than 24 hours. The Contractor shall have all of his equipment operating and check all equipment for adjustments. The Contractor will instruct the Owner's operating personnel in the operation and maintenance of the system following this

operational test. The operational test shall be a demonstration of the operation of the systems in all specified modes. Operational test shall be conducted by the Contractor with the assistance of the Testing and Balancing Sub-Contractor. Test shall be conducted in the presence of the Owner and the Mechanical Engineer.

### 3.09 INTERRUPTING SERVICES

- A. The Contractor shall coordinate the installation of all work within the building in order to minimize interference with the operation of existing mechanical, plumbing and utility systems during construction. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the Owner to minimize system downtimes. Requests for the interruption of existing services shall be submitted to the Architect in writing a minimum of two (2) weeks before the scheduled date. Absolutely no interruption of the existing services will be permitted without the written approval of the Architect.

END OF SECTION

## SECTION 15250

## MECHANICAL SYSTEMS INSULATION

## PART 1 - GENERAL

## 1.01 REQUIREMENTS

- A. Conform with applicable provisions of the General Conditions, Special Conditions and General Requirements.
- B. See Section 15010 for general requirements.

## 1.02 SCOPE

- A. Domestic hot water pipe including circulating hot water, domestic cold water piping shall be insulated.
- B. Ducts, including supply and return ducts and plenums, except those called out to be lined with acoustical lining.

## 1.03 TESTING

- A. All piping and ductwork shall be tested and approved before any insulation is applied.

## 1.04 FITTINGS

- A. All fittings except as otherwise specified, shall be insulated with the same material and thickness as specified for the pipe.
- B. Unions, flanges and valves on hot water, will not require insulation.

## PART 2 - PRODUCTS

## 2.01 INSULATION

- A. Insulation shall be as manufactured by Owens-Corning Fiberglas, Gustin-Bacon, Johns-Manville, or Armstrong, or approved equal, and shall be equal to that specified below. Insulation and all materials on the interior and exterior surfaces of ducts, pipes, and equipment shall have a composite fire and smoke hazard rating not exceeding: Flame Spread - 25; Fuel Contribution - 50; Smoke Developed - 50, as determined in accordance with ASTM Standard E-84. Linings in ducts, plenums, and equipment shall meet the Erosion Test Method described in Underwriters' Laboratory Publication No. 181. Insulation shall have a "K" factor of 0.23 at 75 Degrees F mean temperature unless otherwise indicated. All insulation materials used for valves and

fittings shall have the same ratings as the insulation. Information must be submitted to Architect by means of manufacturer's literature showing that the materials conform to above specification without exception.

## 2.02 FITTINGS

- A. Valves and fittings, where required to be insulated, shall be covered with fitting mastic reinforced with fiberglass fitting tape and finished to a smooth surface or prefabricated or molded insulation may be used on all fittings where applicable, providing materials meet specified fire and smoke hazard ratings.

## PART 3 - EXECUTION

### 3.01 DOMESTIC HOT WATER PIPING

- A. Domestic water piping including recirculating piping shall be insulated with 1-inch thick Fiberglas one-piece preformed pipe insulation with all purpose (ASJ) fire retardant jacket. Fittings shall be finished with fitting mastic reinforced with Fiberglas fitting tape and finished to a smooth surface. Hangers shall be installed under the insulation.

### 3.02 DOMESTIC COLD WATER

- A. Domestic cold water piping shall be insulated with Fiberglas one-piece preformed insulation 1/2-inch thick with Universal (ASJ) fire retardant vapor barrier jacket. Fittings shall be finished with vapor barrier fitting mastic reinforced with Fiberglas fitting tape and finished to a smooth surface. Domestic cold water pipe installed within walls or in chases where no return air is present need not be insulated.
- B. All domestic cold water piping exposed in the equipment room shall be insulated with 1/2-inch thick Fiberglas sectional pipe insulation as specified above.

### 3.03 SUPPLY AND RETURN DUCTS

- A. All supply and return air ducts shall be insulated except pre-insulated flexible ducts, ducts with acoustical lining and fiberglass ductwork. See Section 15800 for pre-insulated flexible ducts and fiberglass ductwork.
- B. Cooling Ducts: Ducts handling cold air and ducts handling a mixture of hot and cold air shall be insulated with 1-1/2" thick, 3/4 lb. density (R = 6.0) Johns-Manville Microlite, FSK facing. The insulation shall be held in place with spot daubing of a quick tacking rubber base adhesive on

approximately 6" centers. All end and longitudinal joints shall be butted firmly and the vapor barrier shall be overlapped not less than 2" and sealed continuously with Benjamin Foster 85-20. If staples are used, seal over staples with Childers CP-32, or approved equal.

- C. Exposed Ducts: Exposed supply and return air ducts located in equipment rooms and in finished rooms, except sheet metal ducts insulated internally with acoustical lining, shall be insulated as specified above for cooling ducts and covered with glass cloth covering. Apply Sealfas 60 to 70 sq.ft. per gallon, embed duramesh glass cloth, smooth all wrinkles and apply finish coat of Sealfas, or approved equal.

### 3.04 INSULATION AT VALVES

- A. The termination of all insulation on pipes at valve connections or unions, etc., shall be beveled and finished same as called for on all fittings.

### 3.05 FACTORY INSULATED EQUIPMENT

- A. Domestic hot water heaters shall be factory insulated.

### 3.06 APPLICATION

- A. No pipe insulation shall be applied until piping has been pressure tested and approved. No duct insulation shall be applied until the ducts have been inspected and approved. All insulation shall be applied in strict accordance with the manufacturer's recommendations.

### 3.7 VICTAULIC COUPLINGS

- A. Where Victaulic type couplings or similar piping systems are used, all couplings shall be insulated in approved manner with insulation thickness equal to the piping system. Insulation of couplings shall be as specified herein for fittings.

END OF SECTION

## SECTION 15401

## BUILDING WATER SUPPLY SYSTEM

## PART 1 - GENERAL

## 1.01 REQUIREMENTS

- A. Conform with the applicable provisions of the General Conditions, Special Conditions, and the General Requirements.

## 1.02 RELATED SECTIONS

- A. See Section 15010, General Mechanical Requirements.
- B. See Section 15250, Mechanical Systems Insulation.
- C. See Section 15405, Building Soil and Waste System.
- D. See Section 15450, Plumbing Fixtures, Trim and Equipment.

## 1.03 SCOPE

- A. A complete domestic cold water, hot water and make-up water system including water heater, shock absorbers, and associated miscellaneous items.
- B. Furnish and install all concrete, grout, and other required materials, to fill all blockouts and/or sleeves left open for the Contractor's convenience, or for the installation of this work.
- C. The work included in this contract consists of furnishing all labor, materials, equipment, tools and services; and includes all costs of permits as specified in General Mechanical Requirements, Section 15010, and all costs whatsoever which may be required to completely install and place in operation the systems herein described.
- D. Equipment and Fixture Connections: The Contractor shall be responsible for rough-in and connection to equipment furnished by the Owner, by others, or as under the EQUIPMENT Sections of this specification. This shall include any equipment requiring connection, to domestic hot or cold water systems, direct or indirect waste, or vent piping as shown on the Architectural, Plumbing or Mechanical Drawings. The Contractor shall coordinate his rough-in work with the supplier of the equipment actually being furnished and shall conform to the service requirements of the furnished equipment. All final connections required

by such equipment shall be made and tested by the Contractor. Carefully review the Architectural drawings for all of the equipment and fixture locations.

## PART 2 - PRODUCTS

### 2.01 PIPING

- A. Domestic water system piping below grade or slab on grade shall be Type "K" soft temper copper tubing. Type "L" soft temper tubing may be used only if specifically approved by the Engineer and shall not be at the Contractor's option.
- B. Domestic water system piping above slab on grade shall be Type "L" hard drawn copper tubing.

### 2.02 FITTINGS

- A. Fittings for copper piping below grade with brazed joints shall be wrought copper (the same thickness as the piping) for solder joint-pressure type.
- B. Fittings for copper piping above grade shall be wrought copper or cast red brass for solder joint-pressure type.

### 2.03 JOINTS

- A. Joints for copper piping systems 1-1/2" and smaller shall be made using 95-5 Tin-Antimony or approved lead free solder. (No 50/50 or any lead containing solder will be permitted on domestic water piping, hot or cold.)
- B. Joints for copper piping systems 2" and larger above grade slab and all sizes below grade slab shall be made using Sil-Fos, Easy Flow, or Phos Copper brazing rods with a melting temperature above 1000 deg. F.

### 2.04 PROTECTION OF PIPING

- A. Copper piping installed below grade or slab on grade shall be protected against corrosion as follows.
- B. One and one half inch (1-1/2") or smaller shall be installed in polyethylene protective conduit, or shall be protected by a "IMCOA" watertight polyolefin 3/8" thick insulation terminated not less than 6" above finished floor slab and a minimum 36" from the building outside wall.
- C. Two inch (2") or larger shall be protected by a double

wrapping of X-Tru-Coat, or Scotch Wrap, or by a "IMCOA" watertight polyolefin 3/8" thick insulation. Termination of coating shall be the same as described for 1-1/2" or small pipes.

#### 2.05 SHOCK ABSORBERS

- A. Furnish and install factory-sealed shock absorbers as outlined by Plumbing Drainage Institute Standard WH-201.

#### 2.06 WATER HEATING EQUIPMENT, PUMPS AND OTHER EQUIPMENT

- A. Domestic water heating equipment and other equipment, are specified in the Plumbing Fixtures, Trim and Equipment Specifications, Section 15450, or as shown on the drawings.

#### 2.07 TRAP PRIMERS

- A. Where required by plumbing code and/or as shown on the drawings, all infrequently used floor drains and floor sinks connected to the sanitary sewer shall be protected by trap primers. 3/4" copper tubes shall be run from the primers to the traps of the floor drains or floor sinks. The trap primers shall be mounted in accessible locations and shall be as specified in Section 15450.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION OF PIPING

- A. All water piping shall be run free from traps and arranged so that all parts of the system can be drained. Provide accessible 3/4" gate valves with hose ends where required for this purpose. Provide expansion loops or connections throughout the system to allow for adequate horizontal and vertical expansion and contraction, and for building setting at the point of water main entry into the building. All pipe size changes shall be made with reducing fittings or bell reducers or increasers where any change in the pipe sizes occur. No bushing of any nature shall be allowed in piping.
- B. Care shall be taken to avoid mechanical ductwork, electrical equipment and air handling equipment above ceiling. The Contractor shall be responsible for coordinating routing of piping with ceiling Contractor and Sheet Metal Contractor. Relocation of piping required from poor coordination by the Contractor shall be at his own expense.

- C. No water piping shall be located in outside walls unless shown, and then piping is to be insulated and located as close as possible to inside of wall cavity with additional insulation between piping and exterior of wall.
- D. Written prior approval required for all proposed substitutions of equipment and materials, 10 days prior to bid date of project.
- E. All piping (hot water, hot water re-circulating and cold water) within the building, including mechanical equipment rooms, shall be insulated.

Note: Fixture branches inside of the walls may be installed without insulation - both hot and cold water.

- F. All piping shall be concealed where possible. All exposed piping where concealment is not possible, or in equipment room, shall be painted.
- G. All trenching and backfill for piping shall be the responsibility of the Contractor.
- H. Any changes to the plans shall be approved by Architect/Engineer. Contractor shall submit in writing any proposed changes for approval and receive approval prior to making such changes.
- I. Connect each hot water re-circulation riser to hot water riser before take-off for last fixture.
- J. Contractor shall balance hot water systems.
- K. All pipe through footings below floor slab shall have cast iron soil pipe sleeve (minimum two pipe sizes larger) which extends full width of footings.
- L. No existing water lines located below the floor slab shall be reused as part of new system, unless specifically noted and permitted on drawings.
- M. All pressure and temperature relief valves shall have adjacent unions and shall be piped separately to nearest floor drain or outside.
- N. Reduced pressure backflow preventers for mechanical make-up water shall be installed max. 5'-0" above finished floor.

### 3.02 VALVE CONTROL

- A. Control valves shall be installed where shown on the plans and/or as directed, wherever necessary for controlling the several sections of the domestic water system. All valves shall have adjacent unions (except on copper piping.) Valves shall be provided on all inlet connections to all kinds of apparatus, all risers and all groups of fixtures. Groups of fixtures shall be arranged to have their group valves in one location. Access shall be provided to all concealed valves by means of access doors furnished by the Contractor and installed by the Contractor. The Contractor shall coordinate the location of valves with architectural features of the building in order that the access doors will be located symmetrically with the other features.
- B. The hot and cold water supply lines to each and every fixture specified on the drawings shall be equipped with approved stop valves, which shall be chromium-plated where exposed chrome-plated pipe is used. (See Plumbing Fixtures, Trim and Equipment Specifications, Section 15450 or drawings.)

3.03 VALVES

- A. All valves shall be designed for re-packing under pressure when fully opened and shall be equipped with packing suitable for the intended service. Gate valves shall be installed in the horizontal position, other valves in the vertical position and, whenever possible, shall be grouped.
- B. Valves shall be manufactured by Jenkins, Nibco, Crane, Milwaukee, Walworth, Norris, Stockham, Kennedy, Lunkenheimer, Nordstrom, Dezurick or Grinnell and shall be of the following types (all valves of the same type shall be of the same manufacturer).

Ball Valves:

|         |                    |                  |
|---------|--------------------|------------------|
| Screwed | 2-1/2" and smaller | Milwaukee BA-100 |
| Solder  | 2" and smaller     | Milwaukee BA-150 |

Gate Valves:

|      |         |                    |                               |
|------|---------|--------------------|-------------------------------|
| 1151 | Screwed | 2-1/2" and smaller | Milwaukee 1141 or             |
|      | Solder  | 2-1/2" and smaller | Milwaukee 1169                |
|      | Flanged | 3" and larger      | Milwaukee F-2882 or<br>F-2885 |

Check Valves:

|         |                    |               |
|---------|--------------------|---------------|
| Screwed | 2-1/2" and smaller | Milwaukee 510 |
|---------|--------------------|---------------|

|         |                    |                  |
|---------|--------------------|------------------|
| Solder  | 2-1/2" and smaller | Milwaukee 1510   |
| Flanged | 3" and larger      | Milwaukee F-2974 |

Balancing Cocks:

|         |           |   |
|---------|-----------|---|
| Screwed | Nordstrom | Fig. 142 w/indicator<br>and indicator arc |
|---------|-----------|---|

Underground Gate Valves:

|               |         |                                    |
|---------------|---------|------------------------------------|
| Water Service | Kennedy | Fig. 571A with<br>Fig. 123 box and |
|---------------|---------|------------------------------------|

Pressure Reducing Valves - As specified in the Plumbing Fixtures, Trim and Equipment Specifications, Section 15450 or as shown on the drawings.

Butterfly Valves:

Fall lug, cast iron body, bronze disc, corrosion resistant steel stem, EPDM seat with phenolic hard backing, suitable for domestic water systems. Valves are to be suitable for mounting between flanges, with lugs drilled and tapped so that pipe line can be disconnected with valve still holding pressure. Valves 5" and smaller to have lever operators with seven throttling positions. Valves 6" and larger are to have worm gear and hand wheel manual operators. Butterfly valves or balancing cocks for water service 2" and larger, Milwaukee "ML" series. Butterfly valves or balancing cocks for water service 2" and smaller, Milwaukee "Butterball" BB2-100 screwed or BB2-350 solder. Balancing cocks shall have calibrated flow set handle.

## 3.04 RELIEF VALVES

- A. All pressure vessels shall be equipped with ASME rated and labeled valves as manufactured by Keckley, or Bell and Gossett. Size for proper flow and pressure as directed by equipment manufacturing data or by the Engineer. Extend discharge lines to nearest floor sink, or to outside, or as directed at the job site by the Engineer.

## 3.05 UNIONS AND FLANGES

- A. Unions and flanges shall be installed at all points necessary to permit easy removal of valves and equipment without injury to other parts of the system. Unions in screwed piping shall be Grinnell Fig. 459. Unions in copper piping shall be Grinnell Fig. 9102 in wrought copper, Fig. 9730 in cast brass. Fabricate

flanged headers to make it possible to remove tube bundles, or similar items, without having to disconnect any major portions of piping.

- B. All connections between ferrous and non-ferrous piping or equipment shall be made with dielectric unions. Dielectric material shall not be paper.

### 3.06 HYDRANTS AND HOSE BIBBS

- A. Hose bibbs, wall and box hydrants shall be the type as specified in the Plumbing Fixtures, Trim and Equipment Specifications, Section 15450 or as shown on the drawings. Deliver all hydrant keys and handles to the Owner's Representative.
- B. All hose bibbs and hydrants shall have a vacuum breaker on the outlet.

### 3.07 GAUGES AND THERMOMETERS

- A. Furnish and install pressure gauges where shown on plans or are called for: Trerice Series 500, 4-1/2" dial with snubber, needle valve gauge cock (similar to Hoke 300 Series); select scale range to put normal pressure reading near mid-scale.
- B. Furnish and install thermometers where called for or are shown on the plans: Weiss "Vari-Angle," 9" case, 3-1/2" insertion element with separable socket and well. Select temperature scale range to put normal reading near mid-scale (for example, 30 to 300-deg. F for domestic hot water).

### 3.08 ACCESS DOORS

- A. All concealed valves, controls, etc., shall be provided with access doors. Type of doors as specified in the Specification Section 15450.

### 3.09 STRAINERS

- A. Strainers shall be of the "Y" pattern type unless shown or specified otherwise. Ends shall be screwed or flanged to match the type of joints in the piping in which the strainers are installed. Each strainer shall have the proper type of opening size for the flow duty, brass, or moneal screen. Where space does not permit the installation of the "Y" strainer, install an equivalent basket strainer. Strainers for screwed piping shall be SARCO Type AT for steel piping, SARCO Type D; or equivalent as manufactured by Grinnell, Crane, Keckley, Leslie or McAlear. Install a blowoff valve and discharge piping to floor sink at

each strainer.

### 3.10 BACKFLOW PROTECTION

- A. Protection: All plumbing fixtures, faucets with hose connections, and all other equipment having plumbing connections shall have their water supplies protected against back-siphonage, as shown on the drawings, or as required by the plumbing code or local health authorities.
- B. Testing: Arrange for testing and approval of all backflow devices as required by the UPC Section 1003, local health authorities and the Engineer.

### 3.11 TESTS

- A. Tests: All water piping, hot and cold, shall be made tight under a hydrostatic test pressure of 150 pounds per square inch and maintained without pressure loss and visible leakage for a minimum of four (4) hours. No caulking to joints will be permitted. Any joint found to leak under this test shall be broken, remade, and a new test applied. Certify to the Architect that the tests have been completed.

### 3.12 INSULATION

- A. As an alternative to insulation specified in Section 15250, domestic cold water or hot water piping systems may be insulated with "IMCOA" polyolefin insulation of equivalent fire rating and insulation value as specified in Section 15250.

### 3.13 STERILIZATION

- A. On the building side of the water supply piping, provide a 3/4 inch connection through which chlorine shall be introduced into the building water piping systems to sterilize those systems thoroughly.
- B. After completion of testing, the entire cold and hot water piping systems, with attached equipment, shall be thoroughly sterilized with a solution containing not less than 50 parts per million of available chlorine, or calcium hypochlorite or chlorinated lime, and shall be pumped into the system through the connection described above. The sterilization solution shall be allowed to remain in the system for a period of twenty-four (24) hours during which time, all valves and faucets shall be opened and closed several times. After sterilization, the solution shall be flushed from the system with clean water until the residual chlorine content is not greater

than 0.2 parts per million.

- C. The sterilization process shall be conducted as described by the State of New Mexico, Department of Public Health, and upon completion of the process, the Contractor shall test and certify the cleanliness of the water piping system. The Contractor shall pay all costs and charges incidental to this test.

END OF SECTION

## SECTION 15405

## BUILDING SOIL AND WASTE SYSTEM

## PART 1 - GENERAL

## 1.01 REQUIREMENTS

- A. Conform with applicable provisions of the General Conditions, Special Conditions, and General Requirements.

## 1.02 RELATED SECTIONS

- A. See Section 15010, General Mechanical Requirements.
- B. See Section 15401, Building Water Supply System.
- C. See Section 15450, Plumbing Fixtures, Trim and Equipment.

## 1.03 SCOPE

- A. The building sanitary drainage system shall be installed, as shown on the Plans, complete with all fixtures, drains, traps and required connections. All fixtures and drains shall be properly trapped and vented as required by the applicable plumbing code.
- B. Furnish and install all concrete, grout, and other required materials to fill all blockouts and/or sleeves left open for the Contractor's convenience, or for the installation of this work.
- C. The work included in this contract consists of furnishing all labor, materials, equipment, tools and services, and includes all costs of permits as specified in General Mechanical Requirements, Section 15010, and all costs whatsoever which may be required to completely install and place in operation the systems herein described.
- D. Equipment and Fixture Connections: The Contractor shall be responsible for rough-in and connection to equipment furnished by the Owner, by others, or as under Plumbing Fixtures, Trim and Equipment Section 15450 of this specifications. This shall include any equipment requiring connection to domestic hot or cold water systems, direct or indirect waste, or vent piping as shown on the Architectural Plumbing or Mechanical Drawings. The Contractor shall coordinate his rough-in work with the Supplier of the equipment actually being furnished and shall conform to the service requirements of the furnished equipment. All

final connections required by such equipment shall be made and tested by the Contractor. Carefully review the Architectural drawings for all of the equipment and fixture locations.

## PART 2 - PRODUCTS

### 2.01 PIPING

- A. Sanitary Waste Piping: Conventional soil, waste, and vent piping below slab on grade shall be Schedule 40 PVC.
- B. Conventional soil, waste, and vent piping above slab on grade shall be Schedule 40 PVC.
- C. Trap arms shall be galvanized Schedule 40 pipe encased in chrome-plated thin wall brass tubing, or 17 gauge chrome-plated brass tubing. If specifically required chrome-plated Schedule 40 brass pipe trap arms shall be used.

### 2.02 FITTINGS

- A. Fittings for sanitary pvc shall be Schedule 40 PVC, solvent weld.
- B. Fittings for sanitary vent system shall be Schedule 40 PVC solvent weld fittings.
- C. Tapped sanitary tees and crosses will be permitted only for fixtures connections. Crosses shall have the barrel of the fitting two pipe sizes larger than the largest branch inlet.

### 2.03 JOINTS

- A. Joints on Schedule 40 PVC with solvent weld.
- B. Joints on Schedule 40 PVC soil waste and vent system above slab shall comply with the applicable plumbing code requirements to achieve rigid installation.

## PART 3 - EXECUTION

### 3.01 INSTALLATION OF PIPING

- A. The Contractor shall promptly install sewer, drains, and piping after excavating, chasing or cutting for same as has been done, so as to keep the openings for such piping open as short a time as possible. No piping shall, however, be permanently closed up, furred in or covered before the testing and

examination of same by the authorities having jurisdiction.

- B. All piping shall be run in the most direct manner. Horizontal pipe shall have a grade of one-quarter (1/4) inch per foot wherever possible and not less, in any case, than one-eighth (1/8) inch per foot (1/8" per foot allowable only for pipes 4" in diameter and larger). All offsets shall be 45-deg. F or less.
- C. Cleanouts shall be provided at:
1. The bottom of each soil or waste stack;
  2. On horizontal drain lines below grade longer than 5';
  3. On each kitchen sink and urinal;
  4. On horizontal vent lines if rising at an angle less than forty-five (45) degrees from the horizontal up to a point at least six inches (6") above the flood rim of the fixture served by the vent;
  5. At each change of direction greater than ninety (90) degrees;
  6. On interior horizontal runs below grade at intervals not exceeding 75';
  7. On exterior horizontal runs at intervals not exceeding 100';
- and/or
8. As shown on the drawings and as required by the plumbing code in addition to these specifications.
- D. Two-way cleanouts outside of the building shall be installed as shown on the drawings, or as a substitution for an upper terminal cleanout.
- E. All interior cleanouts shall be the same size as the pipe served up to 4" size and 4" for all larger lines. Exterior cleanouts shall consist of a concrete encased wye in the line with sewer piping extending upward therefrom and terminating in a concrete slab at grade. A cleanout casting as specified shall be set on this slab in such a manner as to be flush with the finished grade. All exterior cleanouts shall be the same size as the sewer up to 6" size and shall be 6" for all larger lines. See Cleanout Details and Specifications.

- F. Fixture vent piping shall be kept above the fixtures in such a manner as to preclude the use of the vents as waste, if the waste pipes later become obstructed. All vent pipes shall be properly graded without drops or sags, and so connected as to drip back to waste pipes by gravity. Whenever practical, or as shown on the drawings, two or more vents shall be connected together at a point not less than 6" above flood rim of fixtures served by the vent, and extended as one vent through the roof. Vent piping installed below grade slab shall be not less than 2" diameter.

### 3.02 FLASHINGS

- A. Flash vent piping through roof (V.T.R.) with lead flashing, weight of not less than four (4) pounds per square foot, extending at least 14" in all directions under roofing and 12" up around the vent pipe. Cap flash pipe and turn down inside 1" approximately. Install all vent pipes extending through roof prior to roof installation. Flashing shall be two-piece type, base and cap flashing. Prior to the roofing installation, furnish base flashing pieces to the Contractor for installation by the Contractor. The Contractor shall install cap flashing.
- B. Stoneman two-piece or vinyl V.T.R. flashing is permissible as an option to two-piece lead flashing. The vinyl flashing shall be 20 mil thickness, ASTM C689-62 tear strength, 0.14 #/ft. equal to Pasco Manufacturing Co., 777 Standford Dr., Los Angeles, California (90021). The flashing shall be installed in accordance with the manufacturer's recommendations.
- C. Floor drains and floor sinks (which are specified with a flashing clamp) and all job-site built shower pans shall be flashed with 0.40" thick non-plasticized chlorinated polyethylene sheet, Chloraloy 240, as manufactured by Noble Company, or approved equal. Each floor drain and floor sink flashing shall be minimum 36" x 36" square and shall be terminated (if applicable, in corners and against walls) not less than 6" above finish floor.
- D. Lead flashing of floor drains, floor sinks and shower pans will not be permitted.

### 3.03 FLOOR DRAIN AND FLOOR SINKS

- A. Floor drains and sinks shall be as manufactured by Smith, Wade, Josam or Zurn. Provide flashing clamp devices and flashing where required by floor construction and where specified.

- B. See Plumbing Equipment Specifications Section 15450 or drawings for types. All floor drains and sinks shall be installed with grates square with building lines.

#### 3.04 TESTS

- A. The entire sanitary waste and vent system shall be tested by filling the entire system or in sections (if required by sequence of construction), with water to provide a minimum of 10 ft. head of water on each system joint and pipe. System shall remain filled with no loss of water and visible leakage for a minimum of four (4) hours. Preliminary testing shall be accomplished as necessary prior to final test.
- B. The Contractor shall certify in writing that all tests were satisfactorily completed before piping was concealed, and shall submit the certification to the Architect for his records, and for transmittal to the Owner.

END OF SECTION

## SECTION 15450

## PLUMBING FIXTURES, TRIM AND EQUIPMENT

## PART 1 - GENERAL

## 1.01 REQUIREMENTS

- A. Conform with applicable provisions of the General Conditions, Supplementary Conditions and the General Requirements.

## 1.02 RELATED SECTIONS

- A. See Section 15010, General Mechanical Requirements.
- B. See Section 15401, Building Water Supply System.
- C. See Section 15405, Building Soil and Waste System.

## 1.03 SCOPE

- A. Plumbing fixtures and equipment shall be supplied, set and connected as shown on the plans, or as recommended by the equipment manufacturer. Fixtures and equipment shall be protected from damage during construction, and shall be thoroughly cleaned of all tape, paint and adhesive prior to final acceptance.
- B. The work included in this contract consists of furnishing all labor, materials, equipment, and tools, to completely install and place in operation the fixtures and equipment described herein.
- C. Equipment and Fixture Connections: The Contractor shall be responsible for rough-in and connection to the equipment furnished by the Owner, by others, or as under the other Sections of this specification. This shall include any equipment requiring connection to domestic hot or cold water systems, direct or indirect waste, or vent piping, as shown on the Architectural, Plumbing or Mechanical Drawings. The Contractor shall coordinate his rough-in work with the Supplier of the equipment actually being furnished, and shall conform to the service requirements of furnished equipment. All final connections required by such equipment shall be made and tested by the Contractor. Carefully review the Architectural Drawings for equipment and fixture locations.

## PART 2 - PRODUCTS

## 2.01 PLUMBING FIXTURES AND EQUIPMENT

- A. Plumbing fixtures, pumps, water heaters, and all other plumbing equipment shall be as specified in this section, on the plans, or an approved equal.

## 2.02 QUALITY ASSURANCE

- A. The substitutes of the following manufacturers of fixtures, equipment and material are acceptable to bid against the manufacturers specified. Manufacturers which are not listed or specified shall apply for prior approval as specified in General Mechanical Requirements. Written prior approval required for all proposed substitutions of equipment and materials, 10 days prior to bid date of project.

| ITEM OF MATERIAL<br>OR EQUIPMENT   | APPROVED<br>MANUFACTURER  |
|--|---|
| Plumbing Fixtures  | American Standard,<br>Eljer, Crane, Kohler,<br>Commercial.  |
| Water Heaters<br>(NOTE: For all N.M.<br>Government funded jobs,<br>all submitted units shall<br>have minimum 80% thermal<br>efficiency.) | A. O. Smith, Patterson-Kelly,<br>Weben-Jarco, Lochinvar,<br>Adamson, Teledyne Laars,<br>Aerco, Raypac, State,<br>National, RUUD, Bradford-<br>White, Precision, Hamilton,<br>Rheem. |
| Sinks (Stainless Steel)  | Elkay, Just, Designer's<br>Choice, Metcraft   |
| Access Panels  | Zurn, Williams, Brothers, Karp  |
| Cast Iron Castings   | Neenah, McKinley, Vulcan,   |
| Hydrants (Wall, Post or<br>Box)  | Zurn, Wade, Josam, J.R. Smith   |
| Hose Bibbs   | Woodford, Chicago Faucet, T&S   |
| Floor Drains, Floor Sinks,<br>Smith  | Zurn, Wade, Josam, J.R.   |
| Roof Drains, Downspouts<br>Cleanouts, Chair Carriers,<br>Backwater Valves, Air Gap<br>Fittings, Water Hammer<br>Arrestors,               | Ancon, Jonespec.  |
| Water Closet Seats   | Church, Beneke, Bemis, Sperzel  |

|  |  |
|--|--|
| Flush Valves   | Sloan, Delany, Zurn - with diaphragm type only   |
| Faucets<br>(NOTE: Only ceramic cartridge type faucets may be submitted as substitute to specified. Any other system will not be accepted.) | Grohe, Speakman, American Standard.  |
| Stops  | Grohe, Chicago Faucet, T & S, Sanitary-Dash<br><u>Note</u> : All submitted stops shall have threaded or sweat inlet connection as specified. No Stops with compression inlet will be accepted as substitution. |
| Backflow Preventers<br>Watts,  | Febco, Wilkins, Orion,<br>Beeco  |
| Electric Water Coolers<br>Oasis,   | Haws, Halsey-Taylor,<br>Elkay, Sunrock   |
| Mop Basin Receptors  | Fiat, Williams, Oberon   |
| No-Hub Couplings<br>Tyler<br>Couplings   | Husky, Clamp-All, Anaco,<br>Jonespec, MG   |
| Domestic Water Expansion Tank<br>approved<br>equal   | Weinman WAST12-55 or   |

## 2.03 PLUMBING FIXTURES

SEE PLUMBING DRAWINGS.

## 2.04 PLUMBING EQUIPMENT

SEE PLUMBING DRAWINGS.

## PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Fixtures connecting fittings, piping and valves shall be brass or copper and, whenever exposed, shall be polished chrome-plated. Provide tight fitting wall or

- floor escutcheons of chrome-plated brass wherever pipes pass through floors, wall or ceilings.
- B. Equipment connecting fittings, piping and valves whenever exposed in occupied areas, except in equipment rooms, shall be chrome-plated. Painting may be used only if specifically approved by the Architect or Engineer.
  - C. All porcelain or vitreous china shall be clean, smooth and bright. All shall be warranted not to craze, discolor or scale.
  - D. The Contractor shall furnish and install all required water, waste, soil and vent connections to all plumbing fixtures together with all fittings, supports, fastening devices, cocks, valves, traps, etc., leaving all in complete working order.
  - E. Provide factory fabricated (or as specified) carriers for all wall hung fixtures.
  - F. All automatic or self-closing valves for faucets shall be adjusted in accordance with manufacturer's instructions and supervised as necessary by equipment supplier's representative at the request of the Architect or Engineer.
  - G. Owner (or others) furnished equipment shall be connected with drains, traps, hot water, cold water and other services required for optimum operation. The Contractor shall obtain information from the Owner or his appointed representative for services required, or field verify specific requirements. The Contractor shall also, prior to bidding, verify what type of connecting material and trim the Contractor shall provide for Owner, or others, furnished equipment. Contractor shall furnish and install all P-traps required and it shall be his responsibility to furnish traps compatible with the tailpieces.
  - H. All fixtures shall be thoroughly cleaned to the satisfaction of the Architect before acceptance of the work.

END OF SECTION

## SECTION 15800

## AIR-TEMPERING SYSTEM

## PART 1 - GENERAL

## 1.01 REQUIREMENTS

- A. Conform with applicable provisions of the General Conditions, the Special Conditions and General Requirements.
- B. See Section 15010,15900 for general mechanical requirements and related work.

## 1.02 WORK SPECIFIED ELSEWHERE

- A. Controls are existing.
- B. Insulation and Acoustical Treatment are specified under Section 15250.
- C. Painting of equipment is covered under "Painting" in these specifications.
- D. Electrical Work as noted in Section 15902 "Electrical System Controls".
- E. Duct Chases, Wall Openings and Equipment Foundations by General Contractor.

## 1.03 SCOPE

- A. Furnish and install sheet metal work. Install owner furnished Grilles, louvers, diffusers and registers.

## 1.04 SOUND LEVELS

- A. Sound levels attributable to mechanical equipment such as terminal units, fan-coil units, centrifugal fans, etc. are designed to result in sound levels of NC 40 for offices, conference rooms, and NC 35 for library, classroom, bedrooms, etc. measured within the rooms. Mechanical equipment that has been substituted for the specified equipment shall perform within these sound limitations, or will be replaced or adjusted as required. Sound levels attributable to duct vibration that result in noticeable noise or vibration to duct hangers, lighting fixtures, ceiling tees or diffusers shall be re-supported or adjusted until the disturbing noise is brought within acceptable limits.

## 1.05 DIMENSIONS

- A. The Contractor shall check all drawings furnished upon their receipt and shall promptly notify the Architect of any discrepancies. The Contractor shall compare all drawings and verify all dimensions both on the drawings and in the field before laying-out, cutting, and fabricating the work. Sheet metal work that is cut and fabricated from the Contract Drawings without dimensional verification will be at the risk of the Contractor.

## PART 2 - PRODUCTS

### 2.01 EQUIPMENT SCHEDULES

- A. All major items of equipment are specified in the Equipment Schedules on the drawings and shall be furnished complete with all accessories normally supplied with the catalog item listed and all other accessories necessary for a complete and satisfactory operating system.

### 2.02 DUCTWORK

- A. Materials: Construct all ducts, casings, plenums, etc. from galvanized steel sheets. Sheets shall be free of blisters, slivers, pits, and imperfectly galvanized spots. Reinforcing angles and bars, and duct support materials shall be galvanized steel.
- B. Low Velocity Duct Construction and Gauges: Construct low velocity supply and exhaust ducts using Pittsburgh, or Acme Lock Button Punch Snaplock corner seams. Duct Mate joints are acceptable. Fiberglass board ducts may be used in concealed areas only. Exposed duct must be fabricated. Low velocity duct construction is for low pressure supply and exhaust systems where velocities do not exceed 1,800 feet per minute and total pressures do not exceed 2" water gauge. Duct construction and gauges for galvanized steel ductwork shall be as recommended in the Sheet Metal and Air Conditioning Contractors National Association, Low Velocity System Duct Manual, Table 1, Latest Edition, for galvanized ductwork. In addition to the transverse or connection cross joints detailed, all joints shall be sealed airtight with Benjamin Foster 32-14 or 32-15 sealant and then wrapped with one (1) layer of glassfab reinforcing tape set in a coating of this sealant. "Hardcast" sealing system is also acceptable. One (1) layer of glassfab reinforcing tape applied with the "Hardcast" system shall also be provided. Tape and sealant shall not exceed a flame spread of 25 or a smoke development of 150.

## 2.03 FLEXIBLE DUCTS

- A. Flexible ducts shall maintain dimensional integrity and shall be designed for the duct pressures encountered. Flexible ducts shall be insulated similar to, and with the same heat transfer coefficients, as the connected ductwork. Flexible ductwork shall not exceed a flame spread rating of 25 or a smoke development rating of 150. Flexible ducts shall not exceed 5 ft. in length. Flexible ducts for connections at diffusers or other low pressure applications shall be equal to Genflex SLR-181. Connections to rectangular ducts may be by spin-in fittings with hand dampers.

## 2.04 FILTERS

- A. Furnish one set of temporary filters to protect the equipment until Testing and Balancing commences [or until the Owner takes beneficial occupancy]. Provide one spare set of throw-away filters for each replaceable filter furnished.

## 2.05 TURNING VANES

- A. Turning vanes shall be installed in all square elbows in low velocity supply and exhaust ductwork. Turning vanes shall be high efficiency profile type with single surfaced air-foil bladed shapes equal to Aero/Dyne Co., Airsan, Elgen, or approved equal. Furnish airfoil shaped acoustical turning vanes designed to reduce the dynamic air losses as well as the noise level. Turning vanes shall be non-corrosive and shall have fiberglass fill with open protective metal facing. Furnish galvanized steel mounting rails with prepunched locating holes on 3-1/2" centers designed to receive the turning vanes the full width or height of the duct. All square elbows shown on the supply ducts on the drawings shall incorporate acoustical filled turning vanes.

## PART 3 - EXECUTION

## 3.01 INSTALLATION OF SHEET METAL WORK

- A. General: All necessary allowance and provisions shall be made in the installation of sheet metal ducts for the structural conditions of the building, and ducts shall be transformed or divided as may be required at no change in contract price. Whenever this is necessary, the required area shall be maintained. All of these changes, however, must be approved and installed as directed at project. During the installation the open ends of ducts shall be protected to prevent debris and dirt from entering.

- B. Whenever exposed ducts pass through walls, floors, or ceilings, a flanged sheet metal collar fitting close around ducts shall be slipped along duct until flange is tight against finished surface covering edges of openings and presenting a neat appearance. Collar shall be locked to duct.
- B. Ductwork is frequently routed through bar joists and between bar joists. Contractor shall coordinate duct locations with joist submittals prior to fabrication.

### 3.02 CLEANING

- A. All ducts, coils, housing, registers, grilles, fans, etc., shall be clean when installed and shall be kept clean until the system is completed. As the various parts of the system are installed, they shall be wiped or blown clean and openings taped dust-tight with heavy paper or cardboard until the system is completed and ready for testing. At that time all covers and protective wrappings shall be removed. Where one has been torn or previously removed, the duct, coil, register, etc., shall be carefully cleaned of any dirt or dust that has entered the opening.

### 3.03 DUCT PENETRATIONS

- A. Where ducts are shown connecting to masonry openings and along edges of all plenums at floors and walls, provide a continuous 2" x 2" x 1/8" galvanized angle iron which shall be bolted to the construction and made airtight to the same by applying caulking compound. Sheet metal in these locations shall be bolted to the angle iron. Seal fire and/or smoke wall and all floor penetrations with Dow Corning, or equal, 3-6548 Silicone RTV foam.

### 3.04 FLEXIBLE CONNECTIONS

- A. Provide flexible connections, not less than 4" wide, constructed of heavy waterproof woven plastic coated glass fabric at locations indicated on the drawings and at the inlet and outlet connection of each fan unit where directly connected to duct system. Flexible connections shall be securely fastened to the equipment and to the ductwork by a galvanized iron band, provided with tightening screws. Fabric for flexible connections used in special exhaust systems shall be compatible for service. Provide steel spring vibration isolators spanning across flexible connections of isolated fan housings to prevent blow-apart horizontal displacement of fan housings. Flexible connections exposed to the ultra violet rays of the sun shall be equal to Ventlon as manufactured by Ventfabrics, Inc.

### 3.05 HAND AND SPLITTER DAMPERS

- A. Install hand operated volume and splitter dampers at locations and of sizes shown and/or as required for proper balancing. Volume dampers shall be controlled by heavy duty locking quadrants mounted on the outside of the duct. Where ducts are insulated, the damper rod shall be extended and the operator shall be mounted on the outside of the insulation. Splitter dampers shall be at least 1-1/2 times as long as the narrowest adjacent split. All damper fittings must be heavy commercial items and must be approved by the [Architect] before installation.
- B. Splitter dampers above fixed finished ceilings shall be operated by Young Regulators No. 912 or 914 controllers with adjustment accessible at the face of finished ceiling.

### 3.06 TEST HOLES IN DUCTWORK

- A. Furnish test holes in ducts at locations for testing of air quantities in ducts. Close test holes with rubber stops. Where these holes are installed in ductwork which is insulated, there shall be provided a removable plug of approved insulation material.

### 3.07 HANGERS AND SUPPORTS

- A. It is essential that all ducts shall be rigidly supported. Hangers for low velocity ducts up to 18" in width shall be placed on not more than 10 foot centers. Low velocity ducts 19" through 35" shall be supported on not more than 8 foot centers. Ducts 36" in width and greater shall be supported on not more than 5 foot centers. Where vertical ducts pass through floors or roofs, heavy supporting angles shall be attached to ducts, and to structure. Angles shall be sized in accordance with the Latest Edition of SMACNA Manuals. Hangers shall extend down from the sides of rectangular ducts the full depth of the duct and shall be bent underneath the duct 2". Hangers shall be secured to the duct using sheet metal screws or rivets of appropriate sizes on 6-inch centers, but not less than two screws in the side and one on the bottom of each hanger.
- B. Hangers for ducts up to 18" in diameter shall be placed on not more than 10-foot centers. Ducts 19" and over in diameter shall be supported on not more than 5-foot centers. Hangers shall be placed plumb and present a neat appearance. Construct hangers for high velocity boxes and for ductwork from galvanized iron 1" x 1/16" for ducts up to 36" in diameter. For ducts over 36" in diameter, support ducts every 4'-0" with 1-1/4" x 1-1/4" x 1/8"

angles. The use of perforated band iron for duct support is prohibited. Hangers shall extend down the sides of the ducts using not less than three (3) rivets or parker screws of appropriate sizes. It is essential that all ducts be rigidly supported. Where vertical ducts pass through floors or roofs, heavy supporting angles shall be attached to ducts and to the structure. Place supporting angles on at least two (2) sides of the duct.

3.08 TESTING

- A. The complete air tempering system will be tested and balanced as specified in Section 15990. If any equipment fails to produce the specified conditions due to installation, performance, or workmanship, the Contractor shall make any necessary changes to satisfy the specified conditions.
- B. Cleaning of Ducts and Testing for Tightness: Before the ceiling is installed and final connections are made, it will be required that the fans be operated at full capacity to blow out dirt and debris from ducts. If it is not practical to use the main supply blower for this test, the ducts may be blown out in sections by a portable fan. After the ducts have been cleaned, the final connections shall be made. An air tightness test shall be made on all ductwork. A minimum pressure of 2" water will be obtained for satisfactory test. A soap test shall be applied to all sheet metal connections and joints to locate air leaks. Air leaks which are in excess of that required to bubble the soapsuds (that is - actually blow the suds away) shall be sealed by additional taping and caulking to reduce the leakage to a rate not to exceed slow bubbles forming. In lieu of the above tightness tests, the Contractor may test the ducts by attaching a fan with a capacity of not over 300 Cfm to the ductwork and with the dampers closed, build up the pressure in the ducts. If pressure cannot be obtained, the Contractor shall locate and repair the leaks as specified above.

END OF SECTION

## SECTION 15990

## TESTING, ADJUSTING, AND BALANCING

## PART 1 - GENERAL

## 1.01 DESCRIPTION:

A. Testing, adjusting, and balancing (TAB) of heating, ventilating and air conditioning (HVAC) systems.

## B. Definitions:

1. Basic TAB used in this Section: Chapter 40, "Testing, Adjusting and Balancing" of ASHRAE Handbook, 1980 SYSTEMS Volume.
2. TAB: Testing, Adjusting and Balancing. The process of checking and adjusting HVAC systems to meet design objectives.
3. AABC: Associated Air Balance Council.
4. NEBB: National Environmental Balancing Bureau.
5. Air Systems: Includes all supply air, return air, exhaust air and outside air systems.

## 1.02 RELATED WORK:

- A. Section 15010, BASIC METHODS AND REQUIREMENTS (MECHANICAL).
- B. Section 15900, CONTROLS AND INSTRUMENTATION.

## 1.03 QUALITY ASSURANCE:

- A. TAB Agency Qualification: Current membership in AABC, or certification by NEBB, or the TAB Agency shall submit proof to the satisfaction of the Resident Engineer that the Agency meets the certification requirements of AABC or NEBB.
- B. Performance Criteria: Work shall be performed in accordance with the approve TAB Agenda.
- C. Test Equipment Criteria: The basic instrumentation requirements and accuracy/calibration required by AABC (Section Two) or Section II of the NEBB Procedural Standards for Testing, Adjusting and Balancing of Environmental Systems.

## 1.04 THE TAB AGENDA:

- A. Definition: The proposed TAB procedures and proposed forms, diagrams and reports for documenting the TAB work.
- B. Preparation: By the TAB Agency for review and approval by the Resident Engineer.
- C. The Agenda shall include one complete set of the AABC or NEBB publications listed in Paragraph, APPLICABLE PUBLICATIONS, or, in the case of other TAB organizations, comparable publications to establish an approved systematic and uniform set of procedures.
- D. The Agenda shall also include the following detailed narrative procedures, system diagrams and forms for test results.
  1. Specific standard procedures required and proposed for each system.

Additional procedures for variable flow systems shall be developed by the TAB Agency and included for review and approval.

2. Specified test forms for recording each TAB procedure and for recording sound and vibration measurements. Additional test forms for any variable flow systems shall be developed by TAB agency and submitted for review and approval.
3. System diagrams for each air and water system. Diagrams may be single line. In addition to the information recorded for standard AABC or NEBB procedures, report the following information:
  - a. Air handling units: Prepare pressure profile and show design and actual CFM (outside air, return air, supply air). Measure and record each mode (minimum OA and 100% OA) where economizer cycle is specified. Record pressure drops of all components (coils, heat recovery devices, filters, sound attenuators, louvers, dampers, fans) and compare with design values. Pressure profile and component pressure drops are performance indicators and are not to be used for flow measurements. Set and record purge air flow for heat recovery wheels.
  - b. Duct distribution systems: Prepare pressure profiles from the air handling unit to the extremities of the system. As a minimum,

show pressures at each floor, main branch, and air flow measuring device. Make pitot tube traverses of all trunk lines and major branch lines where required for analysis of distribution system. Air flow measuring devices installed in ductwork may be utilized. Record residual pressures at inlets of volume controlled terminals at ends of system. Show actual pressures at all static pressure control points utilized for constant or variable flow systems.

1.05 SUBMITTALS: In accordance with Section 01340, SAMPLES AND SHOP DRAWINGS, furnish the following:

- A. TAB Agency qualifications, submit name and qualifications of job supervisor.
- B. Upon approval of TAB Agency, submit TAB AGENDA for approval.
- C. After completion of test, submit complete test reports for approval. Where test results differ from specified design conditions, indicating a contract deficiency, include explanatory comments in report. Contractor shall submit final reports prior to requesting the final inspection for the project.

1.06 APPLICABLE PUBLICATIONS: The following publications form a part of this specification to the extent indicated by the reference thereto. The publications are referenced in the text by the basic designation only.

- A. American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE):  
  
ASHRAE Handbook, 1980 SYSTEMS Volume.
- B. Associated Air Balance Council (AABC):  
  
National Standards for Field Measurement and Instrumentation  
  
Total System Balance, Volume Two, No. 12173, 1973 Edition.
- C. National Environmental Balancing Bureau (NEBB):  
  
Procedural Standards for Testing, Adjusting, Balancing of Environmental System, 2nd Edition, January 1977.

Procedural Standards for Measuring Sound and Vibration, July 1977.

Sound and Vibration in Environmental Systems (1977)

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL:

- A. Coordinate TAB procedures with any phased construction requirements for the project so that usable increments of finished work may be accepted for beneficial occupancy. System serving partially occupied phased of the project may require balancing for each phase prior to final balancing.
- B. Allow sufficient time in construction schedule for TAB prior to final inspection for the project.
- C. Conduct final TAB after system has been completed and is in full working order. Put all HVAC systems into full operation and continue operation of the systems during each working day of TAB. Accomplish TAB in accordance with the Agenda approved by Resident Engineer.

3.02 AIR BALANCE:

- A. Place all interactive systems in operation with all filters installed and automatic control systems completed and operating. Artificially load air filters by partial blanking or other means to produce air pressure drop midway between the clean and dirty condition. Set/re- set room thermostats as necessary to check heating and cooling function, and maximum/minimum flow rates for factory set air terminal units and adjust units if not correct.
- B. Balance systems to design ratings. Adjust fan speeds to provide design flows, including system diversities, at actual system pressures. V-belt drives, including fixed pitch requirements, are specified in Section, BASIC METHODS AND REQUIREMENTS (MECHANICAL). Set supply fan static pressure control as low as practicable and still maintain required pressure at the remote terminal units.
- C. Make pitot tube traverses of all trunk lines and major branches when required to determine proper

proportioning of air flows. Air flow measuring devices, where installed, may be utilized for this purpose.

- D. Record pressure drop readings across all major system components and significant drops within duct systems.
- E. Make flow and pressure measurements at each terminal device, and each supply, return, or exhaust diffuser. Adjust each air outlet unit within plus or minus 10 percent of design requirements, but total air for each system shall be not less than shown. Adjust grilles and diffusers to minimize drafts in all areas.
- F. Adjust outside air and return air quantities for all systems to within plus or minus 10 percent. Total supply air quantity for any system shall be not less than shown.
- G. Adjust exhaust systems to CFM requirements.
- H. Test function of automatic dampers and operation of air terminal units. Check all controls for proper operation.

END OF SECTION

PAGE 266  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-003-BH

SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - ALL OR NONE:

IT IS THE CITY'S INTENTION TO AWARD A CONTRACT RESULTING FROM THIS REQUEST TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WHOSE "ALL OR NONE" TOTAL PRICE IS LOWEST. IF NO RESPONSIVE "ALL OR NONE" OFFERS ARE RECEIVED, THE CITY MAY AWARD TO THE LOWEST RESPONSIVE AND RESPONSIBLE OFFEROR WHO OFFERS AT LEAST AS MANY ITEMS AS ALL OTHER OFFERORS.

BOND, BID:

EACH OFFER MUST BE ACCOMPANIED BY A BID 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 OFFERED. THE BID BOND IS SUBMITTED AS A GUARANTY. THE OFFEROR, IF AWARDED THE CONTRACT, WILL PROMPTLY EXECUTE SUCH CONTRACT IN ACCORDANCE WITH THIS REQUEST AND, IF REQUIRED BY THIS REQUEST, WILL FURNISH GOOD AND SUFFICIENT BOND 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 BID BONDS WILL BE ACCEPTED. CERTIFIED CHECKS, PERSONAL CHECKS, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF A BID BOND.

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO FURNISH SEPARATE SURETY BONDS EACH IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OFFERED AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THESE BONDS MUST BE FURNISHED PRIOR TO OR AT THE TIME OF THE ISSUANCE OF A PURCHASE ORDER, BUT NO LATER THAN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE OF AWARD OF A CONTRACT RESULTING FROM THIS REQUEST. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BONDS. NO THIRD PARTY PERFORMANCE 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, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED.

PAGE 267  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-003-BH

CONTRACT PERIOD - 12 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWELVE (12) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT:

ANY OFFER IN RESPONSE TO THIS REQUEST MUST INCLUDE DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT OF ITEMS AS SPECIFIED IN THIS REQUEST.

DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

FREIGHT, AS INDICATED:

F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

FREIGHT, PREPAID:

FREIGHT WILL BE F.O.B. DESTINATION - FREIGHT PREPAID. F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

PAGE 268  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-003-BH

GRAFFITI FREE REQUIREMENT:

THE AWARDED VENDOR WILL BE REQUIRED TO FURNISH EQUIPMENT, FACILITIES OR OTHER ITEMS AS MAY BE REQUIRED TO COMPLETE THE SPECIFIED SERVICES IN THIS REQUEST FOR BIDS WHICH ARE "GRAFFITI FREE". FAILURE OF THE AWARDED VENDOR TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN A CANCELLATION OF ANY CONTRACT ISSUED AS A RESULT OF THIS REQUEST FOR BIDS.

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE CITY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

INSPECTION OF MATERIALS:

THE CITY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE OFFEROR THROUGH A CONTRACT RESULTING FROM THIS REQUEST TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE CITY CONSIDERS NECESSARY.

PAGE 269  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-003-BH

INSURANCE:

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY THE CITY FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES 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 THIS SECTION. 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 CANCELLED, 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 WORKERS' COMPENSATION, THE CITY SHALL BE NAMED AN ADDITIONAL INSURED. ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO OPERATIONS PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

A. 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 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 THIS AGREEMENT.

B. AUTOMOBILE LIABILITY INSURANCE - AN AUTOMOBILE LIABILITY 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. SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR THE USE OF ALL OWNED, NON-OWNED, HIRED AUTOMOBILES, VEHICLES AND OTHER EQUIPMENT BOTH ON AND OFF WORK.

C. WORKERS' COMPENSATION INSURANCE - WORKERS' COMPENSATION INSURANCE FOR ITS EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF THE WORKERS' COMPENSATION ACT OF THE STATE OF NEW MEXICO.

D. INCREASED LIMITS - IF, DURING THE TERM OF THIS AGREEMENT, THE CITY REQUIRES THE CONTRACTOR TO INCREASE MAXIMUM LIMITS OF ANY INSURANCE REQUIRED HEREIN, AN APPROPRIATE ADJUSTMENT IN THE CONTRACTOR'S COMPENSATION WILL BE MADE.

PAGE 270  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-003-BH

LAWS AND REGULATIONS:

THE OFFEROR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO THIS WORK. THE OFFEROR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES NECESSARY TO EXECUTE AND COMPLETE THE WORK. ALL REQUIRED LICENSES MUST BE IN FORCE AT THE TIME OF SUBMISSION OF AN OFFER AND REMAIN IN FORCE DURING THE ENTIRE PERIOD OF ANY CONTRACT RESULTING FROM THIS REQUEST. FAILURE TO PROVIDE PROOF OF REQUIRED LICENSES IN FORCE WILL RESULT IN THE OFFER BEING JUDGED NON-RESPONSIVE.

MATERIALS AND WORKMANSHIP:

ALL MATERIALS FURNISHED BY THE OFFEROR SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

REMOVING DEBRIS AND CLEANING THE AREA:

THE OFFEROR SHALL, DURING THE PROGRESS OF THE WORK, REMOVE AND DISPOSE OF ALL DEBRIS AND KEEP THE PREMISES CLEAN AND SAFE. WHEN THE WORK IS COMPLETE, THE OFFEROR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT AND SURPLUS MATERIALS (EXCEPT MATERIALS THAT ARE TO REMAIN THE PROPERTY OF THE CITY AS PROVIDED IN THE SPECIFICATIONS) AND LEAVE THE PREMISES IN A CLEAN CONDITION SATISFACTORY TO THE CITY.

RISKS:

ALL RISK OF DETERIORATION, DESTRUCTION, AND LOSS OF MATERIALS AND EQUIPMENT STORED AT THE SITE OF THE WORK SHALL BE BORNE BY THE OFFEROR.

SITE INSPECTION - REQUIRED:

ALL OFFERORS ARE REQUIRED TO CONDUCT AN ON-SITE INSPECTION. FAILURE BY THE OFFEROR TO BECOME ACQUAINTED WITH THE CONDITIONS AFFECTING THE WORK SPECIFIED IN THIS REQUEST SHALL NOT CONSTITUTE RELIEF FROM RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK. THE OFFEROR SHALL BE RESPONSIBLE FOR ANY EXCESS COSTS RESULTING FROM FAILURE TO ESTIMATE ACCURATELY. FAILURE TO CONDUCT AN ON-SITE INSPECTION SHALL RESULT IN THE REJECTION OF AN OFFER.

PAGE 271  
SUPPLEMENTAL TERMS AND CONDITIONS  
REQUEST NUMBER: RFB2008-003-BH

WAGE RATES, MINIMUM, NEW MEXICO:

WAGES TO BE PAID AS A RESULT OF A CONTRACT AWARDED FOR THIS REQUEST FOR OFFERS WILL BE SUBJECT TO A MINIMUM WAGE RATE DETERMINATION BY THE STATE OF NEW MEXICO. THIS DETERMINATION WILL BECOME PART OF THE CONTRACT BY REFERENCE AND MUST BE POSTED, PER STATE OF NEW MEXICO STATUTES, IN A CONSPICUOUS PLACE AT THE CONTRACTOR'S PLACE OF BUSINESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF THE APPLICABLE STATE OF NEW MEXICO STATUTES AND RESPONSIBILITY RELATED THERETO. FAILURE BY THE CITY TO PHYSICALLY MAKE SUCH MINIMUM WAGE RATE DETERMINATIONS AVAILABLE TO THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR FROM BECOMING AWARE OF AND COMPLYING WITH SAME.

WORKING CONDITIONS:

THE CITY IS NOT RESPONSIBLE FOR OBSTACLES, UNFAVORABLE CONDITIONS, OR HAZARDS, WHICH MAY BE ENCOUNTERED BY THE OFFEROR, BOTH ABOVE AND BELOW GROUND. THESE CONDITIONS ARE PART OF THE RISK AND RESPONSIBILITY OF THE OFFEROR.

## CITY OF ALBUQUERQUE

### GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.**

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 *et seq.* ROA 1994) and promulgated Rules and Regulations shall apply.
2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
  - A. “City” means the City of Albuquerque, New Mexico.
  - B. “Contract” means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
  - C. “Contractor” means an Offeror who has been awarded a contract.
  - D. “Offeror” means a business that submits a response to a competitive solicitation.
  - E. “Purchase Order” means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. “Purchasing Office” means the Purchasing Division of the Department of Finance & Administrative Services of the City.
  - G. “Purchasing Officer” means the person charged with the responsibility of administering the Purchasing Office.
  - H. “Request” means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
  - I. “Responsible Offeror” means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror’s capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. “Responsive Offer” means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

**3. Preparation of Offer:**

- A. Submission: All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.**
- B. Preparation Method: All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.**
- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.**

**Unit prices offered should be for the units specified.**

- D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.**
- E. Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.**

**Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.**

- F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.**
- G. Taxes: Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.**
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.**
- I. Warranty: Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.**

**The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable**

commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany

**the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.**

**P. Licenses and Certifications: The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.**

**4. Debarment or Ineligibility Compliance: By submitting its offer in response to this Request, 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 immediately.**

**5. Ethical Conduct: By submitting its offer in response to this Request, the Offeror certifies that:**

**A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;**

**B. It has not retained a person to solicit or secure a City Contract for a contingent fee;**

**C. It has not taken any action in restraint of free competitive bidding in connection with this Request;**

**D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and**

**E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.**

**6. Requests for Explanations by Offerors:**

**A. Requests for Explanation: Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) working days before the offer opening date.**

**B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.**

**7. Addenda:**

**Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.**

**Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.**

**Failure to do so may result in disqualification of the offer.**

**It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.**

**8. Clarification of Offers:**

**The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.**

**9. Submission of Offer:**

**A. Time: Offers not received by the time and date indicated on the Request will not be accepted.**

**B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.**

**C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.**

**Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.**

**D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.**

**E. Envelope Preparation: The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:**

- 1) Name of Offeror**
- 2) Request Number assigned by the City to the Request**
- 3) Opening date as identified on the Request or subsequent addenda**

**F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.**

**10. Civil Rights Compliance:**

**Offeror certifies and agrees, 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 relating to the enforcement of civil rights.**

**Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies**

and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. **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.

12. **Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. **Opening of Offers:**

**Time and Place:** Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible 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, shall be rejected.

In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

- H. **There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.**
- I. **Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.**
- J. **The City determines that an offer contains any misrepresentations whatsoever.**

**15. Rejection/Cancellation of Offers:**

**Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.**

**16. Minor or Technical Irregularities:**

**Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.**

**17. Nonconforming/Conditional, or Counter Offers:**

**An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.**

**18. Offer Analysis:**

**The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.**

**19. Award of Contract:**

- A. **When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.**
- B. **Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.**
- C. **Basis of Award: The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.**
- D. **Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.**

- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (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 for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. **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*]

21. **Protest Process:**

- A. **Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.**
- B. **Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.**
- C. **Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.**
- D. **Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:**
  - 1) **Name and address of the protesting party**
  - 2) **The solicitation/Request Number**
  - 3) **A clear statement of the reason(s) for the protest**
  - 4) **Details concerning the facts which support the protest**
  - 5) **Attachments of any written evidence available to substantiate the claims of the protest**
  - 6) **Statement specifying the ruling requested**
- E. **Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.**
- F. **Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:**

**Purchasing Officer  
City of Albuquerque  
Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103**

**Envelope should also clearly indicate "PROTEST" and the solicitation number.**
- G. **Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.**

**22. Delivery, Acceptance and Guarantee:**

- A. **No Delivery Before Purchase Order is Issued: No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City**

**Purchasing Division.**

- B. Cancellation for Non-Delivery: The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.**
- C. Acceptance of Delivery: Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.**

**23. Inspections:**

**Prior to Acceptance of Delivery: All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.**

**24. Invoices and Payments:**

**The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.**

**25. Default/Termination for Cause:**

**If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.**

**If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.**

**26. Termination for the Convenience of the City:**

**The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.**

**27. Termination for Lack of Appropriations:**

**Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.**

**(6/23/04)**

**INSTRUCTIONS FOR  
LOCAL PREFERENCE CERTIFICATION FORM**

- 1. ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, 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. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
  
- 3. PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro 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.
  
- 4. ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
  
- 5. DEFINITIONS.** The following definitions apply to this preference:
  - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
  - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
  - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
  
- 6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

# LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location (in Abq. Metro Area): \_\_\_\_\_  
\_\_\_\_\_

## Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation.  \_\_\_\_\_
- Partnership -- Indicate "general" or "limited".  \_\_\_\_\_
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other -- Indicate status.  \_\_\_\_\_

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  \_\_\_\_\_

## 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 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: \_\_\_\_\_ 

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ALBUQUERQUE**  
**Purchasing Division**

**OFFEROR COMMENTS FORM**  
Bid No. \_\_\_\_\_

It is requested that offerors provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret out information concerning the goods or services you intend to provide.

Information pertains to the following (please check applicable box):

- Equivalent Product**
- Clarification**
- Exception(s) to Requirements**
- General or Miscellaneous Comments**

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

If additional space is required, please use reverse side of the form or attach additional document(s).

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Signature  
(Authorized Representative)

\_\_\_\_\_  
Date