INVITATION TO BID NUMBER: T-2770

TITLE: CNM’s Main Campus Max Salazar Elevator Replacement and Maintenance

DUE DATE: April 30, 2010

TIME: 3:00 PM Local Time (MDT)

BUYER: David Martinez
Phone: (505) 224-4546 Fax: (505) 224-4548
E-mail: davidm@cnm.edu

NUMBER OF RESPONSES REQUIRED: One Original and One Copy

FREIGHT TERMS: FOB Destination Freight Included

PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO BIDDERS

The Central New Mexico Community College (CNM) invites you to submit a bid on the material and/or services specified within this Invitation to Bid. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of the Invitation may result in your bid being declared non-responsive. The purchase of materials and/or services awarded under this Invitation are subject to CNM’s General Terms and Conditions as well as all statements contained in this Invitation to Bid. All terms and conditions of the Invitation to Bid will remain unchanged for the duration of any resultant agreement(s) and will supersede and take precedence over any bidder agreement forms. Additional or different terms proposed by the vendor are hereby rejected. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To bid on the goods or services specified herein, type or print the information requested in the spaces provided on the response form. All blank spaces for bid prices, manufacturer’s name and product number offered, delivery, warranty, etc. must be written in ink or typed. Corrections shall be initialed in ink by person signing the bid. When bidder makes mistakes in calculating total price where quantities are involved, the unit price shall prevail. If you wish to offer more than one bid for a single item or group of items specified, copy the response form and fill in all spaces by typing or printing in ink. Clearly label the top as an alternate bid, and submit all responses in the same envelope as the original bid. Submit the number of copies of your bid specified above. Each copy is to include all supporting documentation. Failure to submit the required number of copies may result in your bid being considered non-responsive.

The completed bid package must be placed in a sealed envelope and submitted to the above address no later than the time and date specified above. Failure to properly identify this RFB # and Bid Due Date and Time on the lower left outside corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Note: Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or bid preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or bid preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the bid due date. Technical questions concerning the requirements of the requestor should be directed to the technical clarification contact listed above. If appropriate, CNM Purchasing shall issue a written Amendment/Addendum which shall thereafter become part of this Invitation to Bid. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the bid due date and time.

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SECTION A
STANDARD BID TERMS AND CONDITIONS

1. ACCEPTANCE.
   Equipment and/or Services - Right to reject; specifications.
   (I) All equipment and/or services furnished will be subject to
       inspection and testing by buyer and buyer's agents upon arrival and
       after installation. Any equipment and/or services found by buyer in
       its sole discretion to be not in accordance with the specifications,
       drawings, plans, instructions, performance criteria, samples or other
       description furnished or adopted by buyer for the order or otherwise
       not in conformance with the terms of the order shall be subject to
       rejection, return and back charge as appropriate, together with the
       necessary costs of handling and shipping. Buyer's payment of all or
       any part of the purchase price prior to such inspection, testing and
       non-acceptance of the equipment and/or services involved shall not
       constitute a waiver of any of buyer's rights hereunder.

   (II) When supplier believes that the work and equipment are "finally
       completed", it shall notify buyer in writing and upon receipt of said
       notice, buyer shall inspect the work and either accept such work as
       being "finally completed" or identify in writing to supplier that the
       work is not finally completed in the opinion of buyer and state
       specifically why buyer believes the work is not finally completed.
       The work and equipment shall be considered finally completed
       following successful start-up of the equipment and full operation of
       such equipment for a reasonable number of days or for such period
       of time set forth in the applicable Purchase Order, and at that time
       supplier shall submit a final payment application for all amounts
       remaining due and owing to supplier under the applicable Purchase
       Order.

2. ACKNOWLEDGMENT OF AMENDMENT/ADDENDUM.
   Bidders shall acknowledge receipt of any amendments/Addenda to
   this Invitation by identifying the amendment number and date in the
   space provided on the form labeled "Signature of Firm's Authorized
   Representative".

3. ADDRESSES FOR NOTICES. Any notice required to be given or
   which may be given under this Invitation or the resultant price
   agreement shall be in writing and delivered in person or via first class
   mail to the following address:
   Central New Mexico Community College
   Purchasing Department
   525 Buena Vista, SE
   Albuquerque, NM 87106

4. ALTERNATE BIDS. The brand names, part and or catalog numbers
   are used to describe the standard of quality, performance and
   characteristics desired and are not intended to limit or restrict
   competition. Alternate bids will be accepted and considered, unless
   otherwise specified in the supplementary bid terms and conditions,
   provided they are equal to and meet all specifications of this
   Invitation which may include all specifications of the Brand used to
   identify the quality of the goods and/or services requested. If
   offering a brand, part or catalog number other than that listed, please
   indicate items offered and include literature and or technical
   specifications. Failure to do so may cause offer to be declared non-
   responsive. CNM reserves the right to make the final determination
   of whether an alternate bid is equal. It is the contractor's
   responsibility to provide, as part of the bid, descriptive literature
   and specification information on all alternates bid. If the bid is not
   clearly identified as an alternate item, it is understood that the items
   are bid as specified.

5. AWARDS. CNM reserves the right to make multiple awards of the
   items, projects and/or sections of this Invitation. Price agreements
   may be awarded on a unit basis for each individually numbered item
   to the lowest responsible bidder; or when a group of items have
   been consolidated for uniformity, it may be necessary to bid all
   inclusive items to receive consideration.

6. AWARD OF BIDS. CNM reserves the right to award this bid based
   on price and any other evaluation criteria contained herein; to reject
   any and all bids or any part thereof, and to accept the bid that is in the
   best interest of CNM.

7. BID NEGOTIATION. Bidders will not be afforded an opportunity
   for discussion and revision of bids.

8. BID OPENING. Bid will be opened publicly on the bid due date
   and time specified on the bid cover sheet in the Purchasing
   Department Office. Anyone may attend the opening.

9. BID SECURITY. Bid security shall be required in a bond equal to
   5% of the offered cost or the equivalent amount in a cashiers check.
   The bond shall be provided by a surety company authorized to do
   business in the State of New Mexico. The bid security will be
   returned to the successful contractor upon completion of the work.
   The bid security of the unsuccessful bidders will be returned upon
   award of the resultant price agreement.

10. CANCELLATION. CNM reserves the right to cancel without
    penalty this Invitation, the resultant price agreement or any portion
    thereof for unsatisfactory performance, unavailability of funds, or
    when it is in the best interest of CNM.

11. CHANGES/ALTERATIONS AFTER AWARD. Changes or
    alterations after the award can only be made if agreed to in writing by
    CNM.

12. CLEAN UP. It is the contractor's responsibility that the job site be
    kept clean and free of rubble while work is performed under the
    resultant price agreement. Upon completion of the work, all areas
    shall be cleared of all contractor's equipment, excess materials and
    rubble and the site shall be left broom clean. Disposal of any debris
    shall be to an appropriate disposal site in accordance with any laws
    applicable to the type of material being disposed.

13. CONTRACTOR GUARANTEE. The contractor shall guarantee all
    materials, equipment and workmanship furnished and or installed to be
    free of defects and shall agree to replace solely at his/her expense any
    and all defective equipment, parts, etc. within a one year period after
    the date of acceptance of the items and or installation by CNM, unless
    otherwise agreed to in writing at the time of award.

14. CONTRACTOR SCHEDULE REQUIRED. The contractor shall
    include a proposed schedule for completion of work under this
    Invitation. It should contain an itemized break down of all items and
    projects, including testing dates if applicable.

15. DAMAGE AND SECURITY OF CNM PROPERTY. The
    contractor shall be responsible for all damage to persons or property
    that occurs as a result of his/her fault or negligence, or that of any
    of his/her employees, agents and or subcontractors. He/she shall save
    and keep harmless CNM against all loss, cost, damage, claims,
    expense or liability in connection with the performance of the resultant
    price agreement. Any equipment or facilities damaged by the
    contractor's operations shall be repaired and or restored to their
    original condition at the contractor's expense, including but not limited
    to cleaning and painting. The contractor shall be responsible for
    security of all his/her equipment and for the protection of work done
    under the resultant price agreement until final acceptance of the work.
16. **Delivery.** Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form.

17. **Delivery Delays.** If after award, the contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the contractor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the contractor responsibility in an otherwise excusable delay.

18. **Discrepancies.** If any bidder is of the opinion that the bid specifications as written preclude him/her/it from submitting a response to this Invitation to Bid, it is specifically requested that the bidder’s opinion be made known to the Buyer, in writing, at least seven (7) days prior to the established bid opening date.

19. **Disruption of Normal Activity.** All work shall be performed so as not to interfere with normal CNM activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by CNM’s authorized representative prior to commencement of the work.

20. **Employee Certification.** The contractor and all contractor’s employees utilized on the work to be performed under this Invitation must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Invitation. The contractor shall use only fully qualified and approved service technicians to perform inspections, service and or repairs under this Invitation.

21. **Equipment Required.** The contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Invitation except as otherwise noted in the Specifications.

22. **Force Majeure.** Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

23. **General Terms and Conditions.** CNM’s General Terms and Conditions are an equal and integral part of this Invitation.

24. **Contract.** CNM’s purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding contractor’s bid) shall take precedence, followed by the provisions of the Invitation to Bid, and then lastly, the terms of the vendor’s bid response.

25. **Governing Law.** This Invitation and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.

26. **Inspections.** The contractor shall be responsible for securing at his/her expense, all required inspections to comply with Federal, State, and or local regulations governing the work performed under this invitation. CNM will inspect all work done under this invitation to verify compliance with specifications contained herein. The contractor shall call for all required inspections and have a representative present at all inspections.

27. **Insurance Requirements.** The contractor is required to carry insurance meeting the requirements in the Exhibit labeled “Insurance Requirements” or as noted in the specifications. Contractor must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Invitation to Bid Number must appear on the Certificate of Insurance. Note: A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers’ compensation insurance coverage for its employees. If a contractor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, the contract may be canceled immediately.

28. **Invitation is Entire Agreement.** This Invitation constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Invitation.

29. **Late Submissions.** Late submissions of bids will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the bid is the only one received. All other late submissions will be returned unopened.

30. **Licenses/Permits/Easements.** The contractor shall be responsible for obtaining, at his/her expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this Invitation.

31. **Modifications.** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

32. **New Materials Required.** All materials and equipment delivered and or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer’s data supplied with the items shall be submitted to CNM’s authorized representative.

33. **Number for Bid Clarification.** The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being declared non-responsive.

34. **OSHA Regulations.** The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANYED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

35. **Ownership of Material.** During the term of the resultant agreement, ownership of all data, material, and documentation
originated and prepared by the contractor for CNM shall belong exclusively to CNM.

36. **PACKAGING.** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the contractor’s expense.

37. **PAYMENT DISCOUNTS.** CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.

38. **PERFORMANCE AND PAYMENT BONDS.** A performance bond and a payment bond, covering materials and labor, each in the amount of 100% of the resultant price agreement cost is required. The bond must be executed by the bidder with a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance and payment bonds must be received by the buyer issuing the award within 14 days of the award and must reference this Invitation to Bid Number on the face of the documents.

39. **PERIOD FOR BID ACCEPTANCE.** The Bidder agrees, if his/her bid is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in his/her bid, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list. An additional time period may be requested elsewhere in this Invitation.

40. **POTENTIAL COSTS UNSPECIFIED.** The contractor shall include in his/her bid all material and labor costs known to be required to complete the work under this Invitation including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price bid.

41. **PUBLIC INFORMATION.** All information, except that marked as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

42. **RELEASES.** Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

43. **REPORTS AND INFORMATION.** At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Invitation to Bid.

44. **RESIDENTIAL PREFERENCE.** In evaluating bids for purchases over $20,000 using State funds, residential preference of 5% will be used in compliance with Sections 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of residential preference when the expenditure involves Federal funds.

45. **RESPONSIBLE BIDDER.** CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a bidder (i.e., prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids). Bidder shall provide audited financial statements if requested by CNM.

46. **RESPONSIVENESS OF BIDS.** Bidders are hereby expressly instructed that all bids in response to this solicitation shall meet all specifications and requirements of this solicitation.

47. **SCHEDULE DELAYS.** If after award, the contractor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the contractor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the contractor responsibility in an otherwise excusable delay.

48. **SEVERABILITY.** If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

49. **SIGNATURE.** The response must be signed by an authorized representative in order for bid to be considered responsive. Compete and return the form labeled “Signature of Firm’s Authorized Representative” with bid response.

50. **SITE FAMILIARITY.** The contractor shall be responsible for thoroughly inspecting the site and work to be done prior to submitting a bid. The contractor warrants by this submission that he/she has thoroughly inspected the site and work to be done and that his/her offer includes all costs required to complete the work. The failure of the contractor to be fully informed regarding the requirements of this Invitation will not constitute grounds for any claim, demand for adjustment or the withdrawal of a bid after the opening.

51. **SITE INSPECTION.** The site(s) referenced in this document are available for inspection. Arrangements can be made by calling the contact for Technical Clarification shown on the cover page. Note, bidders shall not consider any comments made by employees of CNM to be modifications to the bid specifications unless distributed as a written amendment to this bid by CNM’s Purchasing Department. All requests for clarification must be submitted in writing to CNM’s Purchasing Department to receive consideration. Such requests must be submitted no later than five (5) days prior to the bid due date.

52. **STATUS OF CONTRACTOR.** The Contractor is an independent contractor performing services for CNM and neither he/she nor his/her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerogatives or allowances normally afforded only to employees of CNM. The contractor acknowledges that all sums received under the resultant agreement are personally reportable by him/her for income, self-employment and other applicable taxes.

53. **STATE AND LOCAL ORDINANCES.** The contractor shall perform work under the resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be
provided by the contractor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The contractor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

54. SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE. It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder's request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder's risk.

55. TAXES. CNM is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price bid. Applicable taxes are excluded from the evaluation of the bid.

56. TECHNICALITIES. CNM reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.

57. TELEGRAPHIC/FACSIMILE BIDS. Telegraphic/Facsimile bids will not be considered. However, bids may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

58. WITHDRAWAL OF BIDS. Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.

59. WORKMANSHIP/COOPERATION. All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The contractor will cooperate with CNM and other contractors and coordinate his/her work involving other contractors through CNM's authorized representative.

60. EXCLUSIVE RIGHTS. Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Contractor exclusive right to furnish CNM its needs or requirements for services described herein.

61. TERMINATION. Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15) business day after delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.

62. SUBCONTRACTORS. Any work subcontracted by the contractor shall require the prior written approval of the subcontractor by CNM.
Central New Mexico Community College

GENERAL TERMS AND CONDITIONS

SECTION B.

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this contract. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specifications are in addition to CNM's rights under this paragraph. b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. a. Prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or gross mistakes as damage to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM's Purchasing department may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM's Purchasing department. Any claim of Seller for an adjustment under this paragraph must be in writing within 30 days from the date of written notice of the change by CNM. CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

7. Equal Employment Opportunity. Contractor shall not discriminate with regard to hiring, tenure, or other incidents of employment on the basis of race, sex, national origin, religion, age, or handicap.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from and all and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. a. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1.138, NMSA 1978.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupational Health and Safety regulations that apply to the work performed under this contract. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified herein this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor in receipt of a notice of proposed debarment or suspension from the Executive Branch of the Federal Government, any State agency or local public body.

SECTION 2

GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order, the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “CNM” and the “Director of Purchasing,” respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of the order:

- * Anti-kickback Procedures: Section 2.a.
- Buy American Act: Section 2.a.
- Contract Work Hours and Safety Standards Act: Section 2.a.
- Notice to the Government of Labor Disputes: Section 2.a.
- Preference for U.S. Flag Air Carriers (for international air travel): Section 2.a.
- Restriction on Subcontractor Sales to the Government: Section 2.a.
- Termination for Convenience of Government (Education and other Nonprofit Organizations): Section 2.a.

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
Central New Mexico Community College (CNM) Purchasing Department is soliciting bids to provide all material, labor and any and all associate costs for “Elevator Replacement at CNM’s Main Campus Max Salazar Hall” on behalf of CNM’s Physical Plant Department (PPD)/Facilities. Bidders are encouraged to submit prices on any or all items as their ability to furnish dictates. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this agreement. All freight, insurance, and other associated costs are to be included in the unit costs bid. The bidder should present in detail all products and services offered in response to this invitation. It is the bidder’s responsibility to make sure all products proposed are adequately described. Any offer which proposes like quality, design or performance will be considered, providing sufficient descriptive literature, specification sheets, etc. are included to properly evaluate the equivalency. It should not be assumed that the buyer has specific knowledge of the products proposed, but has sufficient technical background to conduct an evaluation when presented complete information. Sample products and/or additional information to support an “or approved equal” may be required at no charge to CNM. Such items shall be delivered to the Purchasing Department within three (3) working days of the request. **CNM WILL BE THE SOLE JUDGE OF EQUIVALENCY.** Note: Return in duplicate Sections D, E and F, retaining all remaining pages for your files.

Technical questions concerning the requirements of the end user should be directed to the CNM Buyer, David Martinez, email at davidm@cnm.edu or by telephone at 224-4546. All technical issues/questions will be directed to the end user for clarification prior to issuance of an Addendum.

**A Mandatory Pre-Bid meeting will be conducted on Friday, March 26, 2010 at 10:00 AM in local time at the CNM Main Campus Max Salazar Hall Building (front lobby).**

**Scope of Work:**

Project is located at CNM’s Main Campus Max Salazar Hall.

**Elevator Replacement and Maintenance:**

**Three (3) traction elevator(s):**

1. Geared Passenger Elevator(s) Car(s) No. 1, 2 & 3
2. All engineering, equipment, labor, and permits required to satisfactorily complete elevator modernization required by Contract documents.
3. Applicable conditions of General, Special, and Supplemental Conditions, Division 1 and all sections listed in Contract Documents reference attached.

**NOTES:**
The following list represents all elevators on CNM property:

<table>
<thead>
<tr>
<th>Number and Type of Elevators</th>
<th>Location</th>
<th>Serial Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1 each Hydro Dover</td>
<td>K-Building, Montoya Campus</td>
<td>E90670</td>
</tr>
<tr>
<td>2. 1 each Hydro USEC</td>
<td>TW-Building, Montoya Campus</td>
<td>12799018</td>
</tr>
<tr>
<td>3. 3 each Hydro Dover</td>
<td>JS-Building, Main Campus</td>
<td>E77693, E77694 &amp; E77695</td>
</tr>
<tr>
<td>4. 1 each Hydro Dover</td>
<td>SB-Building, Main Campus</td>
<td>E711929</td>
</tr>
<tr>
<td>5. 1 each Hydro Dover</td>
<td>L-Building, Main Campus</td>
<td>E93007</td>
</tr>
<tr>
<td>6. 3 each Tract T3 Dover</td>
<td>MS-Building, Main Campus</td>
<td>CB6579, CB6580 &amp; CB6581</td>
</tr>
<tr>
<td>7. 1 each Hydro Dover</td>
<td>N-Building, Main Campus</td>
<td>EG0455</td>
</tr>
<tr>
<td>8. 1 each Hydro Dover</td>
<td>A-Building, Main Campus</td>
<td>EH1753</td>
</tr>
<tr>
<td>9. 1 each Hydro Dover</td>
<td>SSC-Building, Main Campus</td>
<td>EF0379</td>
</tr>
<tr>
<td>10. 1 each Hydro Otis</td>
<td>M-Building, Main Campus</td>
<td>2349648P</td>
</tr>
<tr>
<td>11. 1 each Hydro Thyssen</td>
<td>S-Building, Main Campus</td>
<td>35504</td>
</tr>
<tr>
<td>12. 1 each Hydro Dover</td>
<td>Work Force Training</td>
<td>EL1253</td>
</tr>
<tr>
<td>13. 1 each Hydro Thyssen</td>
<td>I-Building, Montoya Campus</td>
<td>EN8262</td>
</tr>
<tr>
<td>14. 1 each Hydro Thyssen</td>
<td>West Side Campus</td>
<td>EP3064</td>
</tr>
</tbody>
</table>

BID #T-2770, Advertise Tuesday, March 23, 2010
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SECTION D: RESPONSE FORM FOR BID #T-2770

Company Name _________________________________

Residential Preference number ____________________

GENERAL

CONTRACTOR’S BASE QUOTATION

Having examined documents prepared by Lerch Bates Inc. dated May 12, 2009, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents for the sum of:

Item: 1  Modernize Passenger Elevator(s): No. 1, 2 & 3  
Section: 14220  

Dollars $ ____________

Total of the above items: 1 through 1  

Dollars $ ____________

MAINTENANCE

Interim Maintenance: We agree to furnish interim, preventive maintenance during the period from written award of this Contract or verbal notice to proceed until all required work is complete for following amount per month per unit:

Passenger Elevator(s): 1, 2 & 3 $ ____________/Month/Unit

NOTE: Do not include the cost of interim maintenance in “A” above, Base Quotations.

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

$ ____________

Total Included in Item 1.

Passenger Elevator(s): 1, 2 & 3 $ ____________/Month

NOTE: Purchaser reserves the right to pay warranty maintenance cost in a lump sum or on a monthly basis during period maintenance is actually performed.
Contract Maintenance: We agree to provide continuing preventive maintenance as required by Owner’s 5-year contract included with these specifications Section 14325 at a charge per month as follows:

Passenger Elevator(s): 1, 2 & 3 $ /Month

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

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

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

ADDENDA

Undersigned acknowledges receipt of Addendum No. ______ through ________

Contractor’s other Supporting Enclousures

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

Separate letter containing any “Qualification” related to its Quotation. ☐ YES ☐ NO

PURCHASER’S CONSTRUCTION SCHEDULE

Undersigned is aware of the following completion schedule for project: Undersigned submits the following completion schedule for the project:

<table>
<thead>
<tr>
<th>UNIT</th>
<th>START WORK DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Contractor’s List of Suppliers/Subcontractors

The undersigned Contractor will utilize the following suppliers/subcontractors for major components of work and submits these firms for approval. Upon acceptance of these Suppliers/Sub-Contractors by Purchaser/Consultant, no substitutions shall be made without written approval of Consultant.

<table>
<thead>
<tr>
<th>Suppliers/Subcontractor Name</th>
<th>Component/Type of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(Use back of page if necessary)
SUBMISSION AND ACCEPTANCE OF BIDS
Undersigned Contractor agrees to Purchaser’s right to reject any and all quotations without explanation.
Undersigned Contractor declares that preparation and submission of quotations herein contained do
not obligate Purchaser or Consultant in any way.
Undersigned Contractor agrees and understands that Purchaser assumes no obligation to enter into a
Contract.
ALTERNATES
State net sum to be added to or deducted from Stipulated Sum (Base Quotation) in event any
Alternate Quotation is accepted.
Submit Alternate Quotations by filling in blank spaces provided herein.
Purchaser reserves right to accept or reject any or all Alternates.
Provide lump sum price for all alternates as described below and in Section 01030, Alternates.

ALTERNATE 1: ____________________________________________________________

______________________________________________________________

______________________________________________________________

DOLLARS $____________

Contractor SIGNATURE

DATE: __________________________

SIGNED: __________________________

PRINT NAME: __________________________

TITLE: __________________________

NAME OF FIRM: __________________________

STATE LICENSE NO.: __________________________

LEGAL ADDRESS: __________________________

ORGANIZED AS A (MARK ONE):

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

UNDER STATE LAW OF ____________

TELEPHONE: __________________________

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SECTION E
SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Invitation to Bid, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its bid. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Invitation to Bid meets or exceeds all specifications, terms and conditions as described in this Invitation to Bid without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Company Name

Address

City, State, Zip

Phone Number

FAX Number

Contact Person for Clarification of Bid Response

Residential Preference Number (Applies to BIDS over $20,000 only)

NM Tax ID

Federal Tax ID

Applicable NM License Numbers

Is your firm a "New York state business enterprise"? Yes______ No______ If yes, provide supporting documentation.

Acknowledgment of Amendment/Addendum

Specify Number(s) and Date(s)

# date  # date  # date  # date  # date

Printed/Typed Name and Title of Individual Signing

Signature of Member Authorized to Sign for Firm

DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS

1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

2. The vendor/contractor agrees to provide immediate notice to CNM’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature__________________________________________Title__________________________

Printed/Typed Name_________________________________________Date_______________

Company______________________________________________________

Address_____________________________________________________

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SECTION F
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

1.0 Small Business - An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business - A Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

(1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and

(2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act and

(3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern - A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern - A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration’s (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern - A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business - A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C 101(16).

Company Name: ____________________________________________________ Telephone: __________________________________________

Street Address: _____________________________________________________ County: ____________________________________________

City: _____________________________________________________________ State & Zip: _________________________________________

Is this firm a (please check): [ ] Division [ ] Subsidiary [ ] Affiliated? Primary NAICS Code ______________________________

If an item above is checked, please provide the name and address of the Parent Company below:

_______________________________________________________________________________________________________________________

Signature and Title of Individual Completing Form: ____________________________ __________________________

Check All Categories That Apply:

[ ] 1. Small Business
[ ] 2. Small Disadvantaged Business **MUST BE SBA CERTIFIED**
[ ] 3. Woman Owned Small Business
[ ] 4. HUBZone Small Business Concern **MUST BE SBA CERTIFIED**
[ ] 5. Veteran Owned Small Business
[ ] 6. Disabled Veteran Owned Small Business
[ ] 7. Historically Black College/University or Minority Institution
[ ] 8. Large Business

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm’s proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA OR 202-205-6618, You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 3/8/04)

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EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the resultant
Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the
Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA
Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the
following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents,
servants and employees are held as additional insured.

2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written
notice has been provided to the Owner."

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by
applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work
sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this
contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-
 subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

CONTRACTOR’S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act
Section 41-4-1 et.seq. NM SA 1978". The insurance must remain in force for the life of the contract including all contract extension or
renewals. The limits effective July 1, 1992 are:

- $400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum
liability of $1,150,000 per occurrence.

CONTRACTOR’S VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum
liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NM SA 1978". The insurance must remain in force
for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

- Bodily Injury $750,000. Each Occurrence
- Property Damage $100,000. Each Occurrence

SUBCONTRACTOR’S AND SUB-SUBCONTRACTOR’S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor shall either:

1. Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public
   Liability Insurance of the types and amounts specified above or,

2. Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done
and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements
of the insurance companies writing said policies.
## SECTION 00100

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</thead>
<tbody>
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<td>1.02</td>
<td>1</td>
</tr>
</tbody>
</table>

1.01 EXAMINATION

1.02 EXISTING MAINTENANCE CONTRACT
SECTION 00100

INSTRUCTIONS TO CONTRACTOR

PART 1 GENERAL

1.01 EXAMINATION

A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor shall review Contract Documents, existing site conditions, and existing equipment specified to be retained for compatibility with its product prior to submitting quotation. Site review shall include, but not be limited to adequacy of access, retained equipment, elevator hoistways, pits, machine rooms, overhead clearances, electrical power characteristics, structural supports, etc. Investigation and structural calculations required to determine compliance of existing elevator components including machine support beams, with ASME A17.1, Rule 8.7.2.15.2, are responsibility of Contractor. Attach specific, written exception and/or clarification with quotation. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Contractor and Consultant, an Addendum to the specifications will be issued and authorized. Purchaser will not pay for change to building structure, structural supports, mechanical, electrical or other systems required to accommodate Contractor’s equipment if not identified before Contract award and authorized as stipulated above.

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

C. No oral explanation will be made and no oral instructions will be given before quotation due date. Contractor shall act promptly and allow sufficient time for a reply to reach him before submission of his quotation. Any required interpretation or supplemental instructions will be issued in the form of an addendum to the specifications and forwarded to all pre-qualified Contractors.

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

1.02 EXISTING MAINTENANCE CONTRACT

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

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SUPPLEMENTAL CONDITIONS

PART 1 GENERAL

1.01 DEFINITION OF TERMS

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

B. PURCHASER as used herein refers to CNM COMMUNITY COLLEGE DISTRICT.

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

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

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

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

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

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

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


1.02 CONSULTANT'S STATUS

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

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

1.03 CONTRACT

A. Contract includes all engineering, labor, tools and material required to complete the work in every respect, except those items specifically indicated to be done by other trades, Section 01900. Contractor is cautioned to familiarize itself with existing site conditions and to include all incidental work that might occur or be required during the work. After Contract has been awarded, verbally or in writing, no extra charges will be allowed for any labor or material necessary to complete required work whether exactly described in these specifications herein or not, as long as such work, labor, and material are required to accomplish desired effect and results.

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

1.04 MEASUREMENTS AND DRAWINGS

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

1.05 CODES AND ORDINANCES

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

1.06 CONTRACTOR'S INSURANCE

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

B. Contractor shall carry a comprehensive general liability policy including completed operations blanket contractual broad form property damage, and Purchaser's and Contractor's protective liability in a casualty or liability insurance company acceptable to Purchaser. Insurance policy shall fully protect Contractor, its Subcontractors, Purchaser, and Consultant from all loss and liability.

C. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation indemnifying parties as additional insured. Said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless Purchaser is given thirty (30) days notice, in writing, of the intention of said insurer to cancel or change any such policy. In the event Property is owned by a joint venture or other multi-party entity, all joint venture partners or parties with an equity interest in the ownership shall be named as additional insureds. Contractor's insurance shall be primary to any applicable loss. With Purchaser's prior approval, an
Owners & Contractors Protective Liability (OCPL) Policy may be substituted for commercial general liability coverage. Following are minimum insurance coverage requirements:

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<td>Workers’ Compensation And Occupational Disease</td>
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<td>Commercial General Liability, Including Operations, Contractual, And Completed Operations Coverages, Occurrence Basis</td>
<td>$1,000,000 Combined Single Limit For Bodily Injury And Property Damage</td>
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<td>Commercial Automobile Liability Covering Owned, Non-Owned And Hired Vehicles Used In The Performance Of The Services</td>
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D. Contractor shall file with Purchaser a certificate of insurance from its insurance company, stating that such insurance is being carried and that Purchaser will be notified at least 10 days prior to any cancellation of said insurance.

1.07 PURCHASER INSURANCE

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

1.08 TAXES, OLD AGE PENSIONS AND UNEMPLOYMENT INSURANCE

A. Contractor's quotations for required work, materials and equipment shall include all local, state, and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old age pensions, unemployment insurance contributions, and any other similar taxes and contributions in effect at time of award of Contract, verbally or in writing. Contractor shall be liable for aforementioned taxes whether or not specifically included in his quotation or in final Contract Document. In event additional sales or use taxes are imposed after award of Contract, such sales or use taxes are to be paid, in addition to original Contract amount, by Purchaser to Contractor, who in turn is to pay them to proper authorities. Reciprocally, if any of above mentioned taxes or contributions in effect at time of award of Contract should be revoked before consummation of Contract, Contractor shall rebate Purchaser amount of taxes included in original quotation and Contract. Where required by law, amount of the tax is to be specifically stated in Contractor's quotation; however, failing to do so will not relieve Contractor from responsibility for assumption of these taxes.

1.09 LABOR LAWS

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

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

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

1.11 ASSIGNMENTS

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

1.12 ADVERTISING

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

1.13 PROTECTION OF WORK AND PROPERTY

A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Purchaser property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of the Purchaser. Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Design of barricades in public areas shall be approved by Purchaser prior to fabrication and installation.

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

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

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

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

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

1.14 ACCIDENT REPORTS

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

1.15 STORAGE OF MATERIALS

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

1.16 REMOVAL OF EQUIPMENT AND RUBBISH

A. Contractor shall remove and properly dispose of all rubbish as fast as it accumulates including all existing parts and components not retained, keeping building and premises clean during progress of work and leave premises at completion in a condition acceptable to the Purchaser. Store parts and components identified by Consultant as useful for maintenance of units not being modernized as directed by Purchaser.

1.17 MATERIALS AND WORKMANSHIP

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

1.18 SUPERVISION

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

1.19 ROUTINE BUSINESS

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

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

1.21 PAYMENTS

A. Unless otherwise agreed, Contractor shall submit monthly applications for payment together with necessary data, information, waivers, and affidavits to Consultant. Consultant shall review data for accuracy and forward such applications to Purchaser for payment. Information shall be submitted with payment request and work progress forms included at the end of this section as Appendix A.

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

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

1.22 PAYMENT WITHHELD

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

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

1.23 LIENS AND AFFIDAVITS

A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to Purchaser a complete release of all liens arising out of this Contract or receipts marked paid in full in lieu thereof. In addition, Contractor shall furnish an affidavit to Purchaser that, so far as he has knowledge or information, releases, or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by Purchaser, Contractor shall refund to Purchaser all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney’s fees.
1.24 CLAIMS FOR EXTRA COST
A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Consultant in writing within a reasonable time after such additions or changes identified or are requested and in any event before proceeding with required work. No such claim shall be valid unless so made. Maximum charge for additions/changes to work shall be Contractor cost + 10% handling fee + 15% for overhead and profit. Contractor's costs shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc.

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

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

PART 2 SPECIAL CONDITIONS
2.01 PROGRESS OF WORK
A. Upon award, verbally or in writing, Contractor shall reconfirm in writing, starting and completion schedule including equipment delivery dates based upon the information submitted on its quotation form, Section 00310.

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

C. Project Manual: Upon award, verbally or in writing, Contractor shall prepare three project manuals neatly bound in a three ring binder. One manual shall be retained by Contractor, one provided to Purchaser and one provided to Consultant. The manuals shall contain the following information and sections identified in an index with numbered divisions.
   1. Project Specification, revised if required to indicate basis of award. (While maintaining original text and clearly identifying revision.)
   2. Contractor completed Bid Form, specification Section 00310. Include copy of original submission and any revisions.
   3. Alternate quotations indicating Purchaser acceptance or rejection.
   5. Initial project schedule with estimated versus actual milestone dates. Include schedule revisions.
   6. Project payment requests including verification of payment and lien releases.
   7. Code acceptance.
8. Purchaser's temporary acceptance documents
10. Consultants progress review comments and requirements.
11. Consultant's final Contract review comments and requirements.
12. Shop drawing submittals, including set(s) with review remarks.
13. As built drawings, including control wiring diagrams.

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

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

END OF SECTION
PAYMENT REQUEST FORM

ELEVATOR COMPANY:

PAYMENT REQUEST NO.: DATE:

JOB:

CONTRACT NO.:

WE HEREBY APPLY FOR PROGRESS PAYMENT

ORIGINAL CONTRACT AMOUNT: $___________

LESS 12 MONTH WARRANTY COST

CHANGE ORDERS NO.: $___________

$___________

SUBTOTAL: $___________

VALUE OF CONTRACT PROGRESS TO DATE

PER BREAKDOWN ATTACHED: $___________

LESS 10% RESERVE PER CONTRACT: $___________

LESS PREVIOUS PAYMENTS: $___________

LESS PAYMENTS NOT RECEIVED: $___________

NET AMOUNT APPLICATION: $___________
## PROGRESS REPORT FORM

**BUILDING:**

**TRACTION ELEV(S):**

**ELEVATOR COMPANY:**

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# PROGRESS REPORT FORM (TRACTION ELEVATORS PG. 2...)

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**REVIEWED BY LERCH BATES**

**APPROVED FOR PAYMENT**

<table>
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<th>NAME</th>
<th>PURCHASER</th>
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SEE ATTACHED REVIEW COMMENTS
### PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS
1.02 PRIME CONTRACTOR'S DUTIES
1.03 WORK SEQUENCE
1.04 CONTRACTOR USE OF PREMISES
1.05 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION
SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Modernize Elevators No. 1, 2 & 3.
B. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.
C. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.
D. Applicable conditions of Purchaser's General, Special, and Supplemental Conditions.
E. Prime contracts are defined below and each is recognized to be a major part of required work to be performed concurrently in close coordination with work of other Contractors.
   1. This Contract: Elevator Modernization including associated work specified in Section 01900.
F. Scope of Contract includes, but is not limited to, the following:
   1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
   2. Modernize or furnish and install equipment as specified utilizing existing and/or modified hoistways and machine rooms.
   3. Specific item of required work which cannot be determined to be included in another contract is thereby determined to be included in prime contract.
   4. Coordinating with and assisting electrical contractor with running LAN cabling in hoistway moving duct to the monitoring equipment compartment in each machine room. Elevator contractor to coordinate with electrical contractor to install all required wiring/cabling for a complete system. Include in the base bid the required time to assist with LAN cable installation. No additional fees will be accepted for coordination and assisting with cable installation by the electrical contractor.

1.02 PRIME CONTRACTOR'S DUTIES

A. Prime Contractor's duties include the following:
   1. Provide and pay for labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of required work.
   2. Pay for legally required sales, consumer, and state remodel taxes.
   3. Secure and pay for required permits, fees and licenses necessary for proper execution and completion of required work, as applicable at time of quotation due date.
   4. Give required notices.
   5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of required work.
   6. Promptly submit written notice to Consultant of observed variance of Contract Documents from legal requirements.
7. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.
8. Purchaser will obtain and pay for General Building Permit.

1.03 WORK SEQUENCE

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

1.04 CONTRACTOR USE OF PREMISES

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

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

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

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

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

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

1.05 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION

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

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

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

END OF SECTION
PART 1 GENERAL

1.01 SCOPE
A. Provide material and labor required for complete execution of accepted alternates. Comply with all provisions of the Contract Documents.

B. Alternates:

1. Contractor shall provide and install fifteen (15) pairs of stainless steel cladding on elevator doors with the CNM logo as indicated on EXHIBIT K, Dwgs. ED-1 and ED-2. The logo shall display on the door surfaces facing outward only – not inside the cab. Two additional matching pairs of door “skins” shall be provided as spares and shall be packed and crated for protection and storage at CNM. If the Alternate is accepted and prior to production of the door cladding, the Contractor shall provide for approval by CNM a minimum 12”x6” SS sample with one “CNM>” logo full size as indicated on EXHIBIT L.
# SECTION 01040

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SECTION 01040
PROJECT PROCEDURES

PART 1 GENERAL

1.01 APPLICABLE CODES

   A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including revisions and changes in effect:
      1. Safety Code for Elevators and Escalators, ASME A17.1
      2. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
      3. Elevator and Escalator Electrical Equipment, ASME A17.5
      4. National Electrical Code, NFPA 70
      5. Americans with Disabilities Act, ADA
      6. Local Fire Authority
      7. Requirements of most stringent provision of local applicable building code.
      9. Uniform Federal Accessibility Standard, UFAS

1.02 STAGING AREA

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

1.03 WORK PHASE

   A. See Section D Response Form.

1.04 OCCUPANCY AND WORK BY OTHERS

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

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

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

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

   E. Contractor hereby declares that content of foregoing paragraphs and influence they may have on project:
      1. Shall not cause a change in stipulated Contract Sum
2. Shall not cause a change in Construction Time Schedule

END OF SECTION
### SECTION 01300

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SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SUBMITTALS

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

1. Scaled or Fully Dimensioned Layout: Plan of pit, hoistway, and machine room indicating equipment arrangement, elevation section of hoistway, details of car enclosures, hoistway entrances, and car/hall signal fixtures.

2. Design Information: Indicate equipment lists, reactions, and design information on layouts.

3. Power Confirmation Information: Design for existing conditions.

4. Fixtures: Cuts, samples, or shop drawings.

5. Finish Material: Submit 3" x 12" samples of actual finished material for review of color, pattern, and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include, if requested, signal fixtures, lights, graphics, Braille plates, and detail of mounting provisions.

6. Design Information: Provide calculations verifying the following:
   a. Adequacy of existing electrical provisions.
   b. Adequacy of retained equipment relative to code requirements if car weight increased by more than 5%.
   c. Machine room heat emissions in B.T.U.
   d. Adequacy of existing retained elevator machine beams.
   e. Adequacy of existing car platform structure for intended loading.

7. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

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

C. Acknowledge and/or respond to review comments within ten (10) calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal. Contractor's revision response time is not justification for equipment delivery or installation delay.

1.02 FINAL CONTRACT DOCUMENTS

A. See Section 01700, Project Closeout.

END OF SECTION
# SECTION 14325

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SECTION 14325

VERTICAL TRANSPORTATION MAINTENANCE AGREEMENT

This Agreement, between Central New Mexico Community College hereinafter called “Purchaser” and ______________________________________ hereinafter called “Contractor” shall pertain to the vertical transportation equipment in the following property(ies):

CENTRAL NEW MEXICO COMMUNITY COLLEGE
MAIN. MONTOYA and WEST SIDE CAMPUS
ALBUQUERQUE, NEW MEXICO
EQUIPMENT DESCRIPTION:
HYDRAULIC and TRACTION ELEVATORS

1.01 AGREEMENT INTENT

A. Provide pro-active preventive maintenance for the equipment covered by this Agreement to facilitate the following:
   1. Consistent safe operation of equipment
   2. Maximum operational performance of equipment
   3. Maximum beneficial usage of equipment
   4. Maximum life cycle of equipment
   5. Minimum preventative maintenance hours per unit per month:
      a. Hydraulic elevators one (1) hour
      b. Traction elevators two (2) hours

B. Contractor expressly acknowledges that Purchaser is relying on Contractor’s professional expertise in performance of Services to achieve and maintain Agreement intent.

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

1.02 AGREEMENT TERM

A. Term of this Agreement shall be three (3) years from ________________ , 2010 through ________________ , 2013, both dates inclusive and for an additional two (2) years, based on annual performance review by Purchaser and/or their representative. Additionally, units added beginning from expiration of their warranty service period, from new construction or modernization will be added to the existing contract.

1.03 CONTRACTOR SERVICES

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

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

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

D. Materials: The term “materials” shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:
1. New.
2. Best quality and suitable for their intended uses.
3. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by Purchaser in writing.
4. Parts requiring repair shall be rebuilt to “like new” condition.
5. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original manufacturer of equipment to which the lubricant is applied.
6. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to Purchaser upon installation.
7. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Agreement.
8. Lubricants, cleaning fluids, and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
9. Consideration shall be given in regard to obsolescence of systems, materials, or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.

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

F. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of Purchaser, Purchaser’s tenants, Purchaser’s employees, Contractor’s employees, and other persons on or about Property.
G. Repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services.

H. Additional services:
   1. Attendance and assistance to facilitate cleaning of the exterior glass surface of observation elevator car enclosure(s) and the interior surface of the glass enclosed hoistways of observation elevators.
   2. Attendance and assistance to facilitate relamping of architectural lighting in equipment pits, hoistways, or elevator car tops.
   3. Attendance and assistance to facilitate maintenance, repair or replacement of elevator car air conditioning systems.

1.04 CONTRACTOR’S EMPLOYEES

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

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

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

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

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

1.05 CONTRACTORS HOURS AND MANNER OF WORK

A. Services, except as otherwise noted under this Agreement, including unlimited emergency callback service, shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Provide overtime callback service at no additional cost under the following conditions:
   1. Passenger entrapments.
   2. Elevator group control system malfunctions.
   3. Two (2) or more elevators out of service in any elevator group.

B. Response time for callback service:
1. During the hours identified in Item 1.05, A., Contractor shall arrive at Property within sixty (60) minutes from time of notification of equipment problem or failure by Purchaser.

2. During the hours identified in Item 1.05, A., Contractor shall arrive at Property in response to passenger entrapment calls within thirty (30) minutes from time of notification by Purchaser.

3. After hours, Contractor shall respond to callback service within sixty (60) minutes from the time of notification by Purchaser.

4. Purchaser, at its sole discretion, may reduce monthly Agreement amount by $300/occurrence for Contractor's repeated failure to meet callback response time.

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

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

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

1.06 CONTRACTOR'S EXECUTION OF SERVICES

A. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under this Agreement. Consistently maintain machine room(s), hoistway(s), pit(s), car top(s), and equipment in or on these areas in a clean condition.

B. Check and adjust individual and/or elevator group operational system(s) at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.

C. Lubricate equipment at intervals recommended by original equipment manufacturer or as dictated by equipment use or adverse environmental conditions.

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

E. Provide replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave level(s), overhead sheave space(s), and pit(s).

F. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.

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

H. Services shall be all inclusive with following exclusions only:
   1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to Purchaser within ten (10) working days of effective date.
   2. Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
   3. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices. Exception: see Item 1.06, F.
   4. Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panel(s) in machine rooms.
   5. Lamps for normal car illumination.
   6. Failure or fluctuations of property electric power, air conditioning, or humidity control.
   7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
   8. Purchaser loading unit in excess of its rated car capacity or load classification.
   9. Audio and visual devices.
   10. Shrinkage, settlement, or movement of building.
   11. Underground hydraulic piping and cylinders.

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

1.07 CONTRACTOR COMPLIANCE WITH LAWS

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

B. Schedule, coordinate, and complete statutory and other equipment tests including, but not limited to:
   1. Annual no load slow speed test of car safeties, governors, and buffers.
   2. 5-year, full load, full speed test of car safeties, governors, and buffers.
   3. Monthly firefighters’ service operational tests.
   4. Annual pressure relief tests on hydraulic elevators.
   5. Annual standby power operation test(s) on elevators.
   6. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.

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

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

E. Contractor's failure to execute statutory tests mandated by either national codes or local jurisdictions or regulations within 30 calendar days of required time constraint shall subject Contractor to a $200.00 per calendar day penalty on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until Purchaser receives written notification from Contractor of completion of required test. Statutory tests include, but are not limited to, Items 1.07, B., 1-6. Contractor shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable code or regulatory requirements.

1.08 SPECIAL CONDITIONS

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

B. Conspicuously post Preventative Maintenance Schedule and work log in each machine room. Alternately, collect preventive maintenance history and testing logs electronically within unit computer control system. Data shall be accessible by Purchaser via manual log or web access and hard copy printout at all times.

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

D. Maintain Purchaser's complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades made by Contractor during Agreement term. Purchaser shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event Agreement is cancelled. If Agreement is cancelled, Purchaser will withhold final payment due Contractor until all as built/as modified set(s) of wiring diagrams are delivered to Purchaser.

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

F. Local or National inspection fees in regard to operation of equipment covered by this Agreement shall be paid by the Purchaser. Fees for reinspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
G. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm, or corporation or use the same in any manner, whatsoever, without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
3. Contractor shall not, in the course of performance of this Agreement or thereafter, use or permit the use of Purchaser's name or the name of any affiliate of Purchaser, or the name, address, or any picture or likeness of or reference to the Property in any advertising, promotional, or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser.

1.09 EQUIPMENT PERFORMANCE REQUIREMENTS

A. Equipment listing, type, and individual car performance requirements are covered under Appendix B of this Agreement. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Agreement.

B. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.

1.10 EQUIPMENT USAGE CRITERIA

A. Mean Time Between Callbacks (MTBCB Penalty):
1. Average MTBCB shall not be less than 90 days for all units covered by this Agreement. If average MTBCB on all covered units falls below 90 days, a lump sum penalty of $100/unit shall be deducted from the contract amount due Contractor and for each subsequent month in which MTBCB is not achieved.
2. The minimum allowable MTBCB rate shall be 45 days for any individual unit within a property. Penalty for units less than 45 days: $400.00 per occurrence.
3. MTBCB applies immediately to units Contractor had under contract prior to the effective date of this Agreement and after 180 days for those units not under contract prior to this Agreement.
4. MTBCB shall be presented to the Purchaser as part of the review processes described in 1.08 C above.

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

1.11 PURCHASER'S RIGHT TO AUDIT SERVICES

A. Purchaser reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense.
B. A qualified vertical transportation consultant acceptable to both parties may be retained by Purchaser to perform audit of Services and mediate disputes. If such audit is directed by Purchaser and the results indicate an overall lack of preventative maintenance as specified in this document, the audit fees shall be deducted from the Contractor monthly billing.

1.12 AGREEMENT AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

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

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

Mechanic Labor Rate Including Fringe Benefits Applicable: $__________
U. S. Metal Products Index: $__________

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

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

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<td>Overtime Premium (Double Time)</td>
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4. Payment for Services shall not be deemed acceptance of defective, deficient, or non-conforming Services.
1.13 INSURANCE

A. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation naming indemnified parties as additional insured. Said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless Purchaser is given thirty (30) days notice, in writing, of the intention of said insurer to cancel or change any such policy. In the event Property is owned by a joint venture or other multi-party entity, all joint venture partners or parties with an equity interest in the ownership shall be named as additional insureds. Contractor’s insurance shall be primary to any applicable loss. With Purchaser’s prior approval, an Owners & Contractors Protective Liability (OCPL) Policy may be substituted for commercial general liability coverage. Following are minimum insurance coverage requirements:

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

B. Commercial General and Automobile Liability: Contractor shall maintain a policy of property damage and public liability insurance, including automobile coverage which shall protect the Purchaser against any liability imposed by law for damages, for injury to property or for bodily injuries, including death, suffered or claimed to have been suffered by reason of any direct or indirect negligent act or omission of any employee, servant or agent of the Contractor.

C. Nothing in this Agreement shall be construed to mean that Contractor assumes any liability on account of accidents to persons, or property, except those directly, or indirectly, due to negligent acts or omissions of Contractor, its employees, subcontractors, servants or agents. Contractor shall not be held responsible or liable for any loss or damage due to any cause beyond its control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or act of God, with the exception of explosion caused by action or inaction of Contractor, its employees, subcontractors, servants or agents which shall be the responsibility of the Contractor.

Dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for unavoidable delay.

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

1. If either party is affected by Force Majeure it shall promptly notify the other of the nature and extent of the circumstances in question.

2. Notwithstanding any provision of this Agreement neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other for any delay in
3. If at any time the Contractor claims Force Majeure in respect of the obligations under this Agreement with regard to the supply of the Services, the Purchaser shall be entitled to obtain from any other person such Services as the Contractor is unable to provide.

1.14 INDEMNIFICATION

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

B. To the extent permitted by law, Contractor shall indemnify and hold harmless Indemnified Parties from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, penalties, judgments, liens, encumbrances, orders and awards, whether foreseen or unforeseen, direct or indirect, special or consequential, all of which are collectively referred to as “claims,” howsoever caused, which directly or indirectly relate to or result wholly or in part from, or are alleged to relate to or result wholly or in part from:
1. Services performed or required to be performed by Contractor.
2. Any violation of this Agreement by Contractor.
3. Any action or omission of Contractor outside the scope of this Agreement.

C. Such indemnity shall include reasonable attorneys’ fees, experts’ fees, court costs, and other related expenses arising out of any matter covered by foregoing indemnity, except to extent of claims excluded under Items 1.14, D. Contractor shall initially defend claims hereunder on behalf of Indemnified Parties through counsel approved in writing by Purchaser (not unreasonably withheld), until such time as such counsel determines that exclusion in Item 1.14, D. may apply, or such counsel otherwise has a conflict of interest, or Purchaser or Purchaser’s insurer reasonably determines that such counsel’s performance is unsatisfactory. Contractor’s counsel shall then withdraw its representation of Indemnified Parties and transfer all relevant files and documents to a counsel designated, in writing, by Purchaser or other Indemnified Party. Purchaser or other Indemnified Party shall assume responsibility at that time for its defense and payment of its attorney’s fees and costs are subject to reimbursement of such reasonable attorney’s fees and costs by Contractor unless Item 1.14, D. applies.

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

E. The term “Indemnified Parties” herein shall mean Owner, Purchaser and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants and employees of all of the foregoing, and anyone else acting for or on their behalf.
F. Notwithstanding foregoing Items 1.14, A., B., and C., such indemnity shall be limited, with respect to claims for indirect damages only, to the amount of $1,000,000.00 per occurrence, plus reasonable attorneys’ fees and other defense costs.

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

1.15 AGREEMENT CANCELLATION

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

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

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

D. Purchaser may choose to modernize all or a portion of vertical transportation units during term of this Agreement. Modernization is defined as replacement of elevator motion and supervisory control systems. If Contractor is considered in compliance with terms of this Agreement, Contractor shall be one of the Elevator Contractors requested to submit a modernization proposal. If Contractor is not the selected Modernization Contractor, this Agreement shall, upon written notice by Purchaser to Contractor, be immediately cancelled.

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

1.16 NOTICES

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

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

1.17 PURCHASER’S RESPONSIBILITIES

A. Provide clear, safe, and convenient access to Property and equipment rooms.
B. Maintain car lighting, telephone lines to controller terminal(s), equipment room electrical switch gear, and electrical feeders to unit controllers.
C. Maintain equipment room heating and air conditioning systems.
D. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
E. Prevent storage of Property or other Contractors’ equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
F. Maintain standby power generator systems and related switch gear and feeders.
G. Maintain equipment rooms, hoistways and pits in code compliant dry condition.
H. Coordinate with Contractor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.
I. During Property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

1.18 PREVIOUS REPRESENTATIONS

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

1.19 EXTENT OF LAW

A. This Agreement shall be interpreted in accordance with the laws of the State of New Mexico.

1.20 TIME

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

1.21 EXECUTION

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

BY: ____________________________ BY: ____________________________
TITLE: __________________________ TITLE: __________________________
DATE: __________________________ DATE: __________________________

END OF SECTION
APPENDIX A
CONTRACTOR’S PREVENTIVE MAINTENANCE SCHEDULE/PROCEDURE
Insert Schedule Here
APPENDIX B
EQUIPMENT TYPE AND PERFORMANCE REQUIREMENTS
A. Elevator Performance Requirements (Based on 12’ – 0” floor to floor heights and 3’ – 6” wide by 7’ – 0” high center opening doors and an average hydraulic speed of 100 fpm, traction speed of 350 fpm):

<table>
<thead>
<tr>
<th>Elevator</th>
<th>Floor To Floor Time (Seconds)</th>
<th>Door Open Time (Seconds)</th>
<th>Door Close Time (Seconds)</th>
<th>Stopping Accuracy (Inch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HYDRAULIC</td>
<td>14.0</td>
<td>2.1</td>
<td>2.4</td>
<td>±1/4&quot;</td>
</tr>
<tr>
<td>TRACTION</td>
<td>9.1</td>
<td>2.1</td>
<td>2.4</td>
<td>±1/4&quot;</td>
</tr>
</tbody>
</table>

1. Floor-to-floor time is measured from start of door(s) close until car is stopped at next typical successive floor, in either direction of travel, and door(s) is 3/4 open. Typical floor height 12’ – 0”.
2. Door open time is measured from start of door(s) open until door(s) is fully open.
3. Door close time is measured from start of door(s) close until door(s) is fully closed.
4. Door closing force shall be no more than 30 lbf. Door closing force is measured with door(s) at rest and between 1/3 and 2/3 closed.
5. Car stopping accuracy shall be measured under all load conditions.
6. Rated car speed, regardless of load, shall not vary more than ±10% for hydraulic and 5% for traction.
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  1.02 CONSULTANT’S FINAL OBSERVATION AND REVIEW REQUIREMENTS ........................................ 1
  1.03 PURCHASER’S INFORMATION ........................................................................................................... 2
SECTION 01700

FINAL CONTRACT COMPLIANCE REVIEW

PART 1 GENERAL

1.01 FINAL CLEANING

A. Supplemental Conditions, for contractual requirements governing site cleaning. As a minimum:
   1. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust. Include walls, building beams, sill ledges, and hoistway divider beams.
   2. Care shall be taken by workpersons not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
   3. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.

1.02 CONSULTANT'S FINAL OBSERVATION AND REVIEW REQUIREMENTS

A. Review procedure shall apply for individual elevators, portions of groups of elevators and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.

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

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

D. Consultant's written list of observed deficiencies of materials, equipment and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:
   1. Workmanship and equipment compliance with Contract Documents.
   3. Performance of following is satisfactory:
      a. Starting, accelerating, running
      b. Decelerating, stopping accuracy
      c. Door operation and closing force
      d. Equipment noise levels
      e. Signal fixture utility
      f. Overall ride quality
      g. Performance of door control devices
      h. Operations of emergency two-way communication device
      i. Operations of firefighters' service
j. Operations of special security features and floor lock-off provisions
k. Operations of remote monitoring devices
l. Operations of emergency brake device

4. Test Results:
   a. In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Purchaser and Consultant. Tests shall be conducted under both no load and full load condition.
   b. Temperature rise in motor windings limited to 50° Celsius above ambient. A full-capacity one (1) hour running test, stopping at each floor for ten (10) seconds in up and down directions, may be required.

E. Performance Guarantee: Should Consultant’s review identify defects, poor workmanship, variance or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of Purchaser and Consultant at no cost as follows:
   1. Replace equipment which does not meet code or Contract Document requirements.
   2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
   3. Perform retesting required by governing code authority, Purchaser and Consultant.

F. A follow-up final contract compliance review shall be performed by Consultant after notification by Contractor that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Contractor considers complete. If additional reviews are required due to Contractor’s gross non-compliance with initial and follow-up deficiency reports, Consultant shall bill Contractor at normal billing rates plus expenses, and Contractor acknowledges it will pay for additional compliance reviews.

1.03 PURCHASER’S INFORMATION

A. Provide three sets of neatly bound written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received by Purchaser and reviewed by Consultant. Include the following as minimums:
   1. Straight-line wiring diagrams of “as-installed” elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Purchaser’s property.
   2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
   3. Lubrication instructions including recommended grade of lubricants.
   4. Parts catalogs for all replaceable parts including ordering forms and instructions.
   5. Four sets of keys for all switches and control features properly tagged and marked.
   6. Neatly bound instructions explaining all operating features including all apparatus in the car and lobby control panels.
   7. Neatly bound maintenance and adjustment instructions explaining areas to be addressed, methods and procedures to be used, and specified tolerances to be maintained for all equipment.
8. Diagnostic equipment complete with access codes, adjusters’ manuals and set-up manuals for adjustment, diagnosis and troubleshooting of elevator system, and performance of routine safety tests.

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

1. Straight-line wiring diagrams of “as-installed” elevator circuits, with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Purchaser’s property. A legend sheet shall be furnished with each set of drawings to provide the following information:
   a. Name and symbol of each relay, switch, or other apparatus.
   b. Location on drawings, drawing sheet number and area, and location of all contacts.
   c. Location of apparatus, whether on controller or on car.

2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

3. Printed instructions explaining all operating features.

4. Complete software documentation for all installed equipment.

5. Lubrication instructions, including recommended grade of lubricants.

6. Parts catalogs listing all replaceable parts including Contractor’s identifying numbers and ordering instructions.

7. Four sets of keys for all switches and control features properly tagged and marked.

8. Diagnostic test devices together with all supporting information necessary for interpretation of test data and troubleshooting of elevator system, and performance of routine safety tests.

9. The elevator installation shall be a design which can be maintained by any licensed elevator maintenance company employing journeymen mechanics, without the need to purchase or lease additional diagnostic devices, special tools, or instructions from the original equipment Manufacturer.
   a. Provide on site capability to diagnose faults to the level of individual circuit boards and individual discreet components for the solid state elevator controller.
   b. Provide a separate, detachable device, as required to the Purchaser as part of this installation if the equipment for fault diagnosis is not completely self-contained within the controller. Such device shall be in possession of and become property of the Purchaser.
   c. Installed equipment not meeting this requirement shall be removed and replaced with conforming equipment at no cost to the Purchaser.

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

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

END OF SECTION
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1.03 CONTRACT PREVENTIVE MAINTENANCE ............................................................................................... 1
PART 1 GENERAL

1.01 INTERIM MAINTENANCE

A. Furnish preventive maintenance service on elevators described herein for a period from notice to proceed, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventive maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined in Item 1.02 below, is commenced. Cost of interim maintenance shall not be included as part of modernization quotation. Indicate costs on a per-unit basis for interim maintenance as requested on quotation form. Costs for interim maintenance shall be paid by Purchaser separately and monthly based upon the number of units in service. Perform interim maintenance based upon terms and conditions of Section 14325.

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

1.02 WARRANTY MAINTENANCE

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

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

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

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

1.03 CONTRACT PREVENTIVE MAINTENANCE

A. Quote monthly cost for five-year Preventive Maintenance Agreement commencing upon completion of the warranty period specified in Item 1.02, A. above. Submit quote based upon terms and conditions of the Preventive Maintenance Agreement, Section 14325. Base quotation on present labor and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement.

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

END OF SECTION
SECTION 01900

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SECTION 01900
RELATED WORK

PART 1 GENERAL

1.01 RELATED WORK PROVIDED BY OTHER TRADES

A. Hoistway and Pit:
   1. Clear, plumb, substantially flush hoistway with variations not to exceed 1" at any point.
   2. Divider beams between adjacent elevators at each floor, pit, and overhead. Supports at each floor for car and counterweight guide rail fastening. Intermediate car guide rail support when floor heights exceed 14'-0" or as designated on contract drawings. Building supports not to deflect in excess of 1/8" under normal conditions.
   3. Installation of guide rail bracket supports in concrete. Inserts or embeds, if used, will be furnished under this Section.
   4. Wall blockouts and fire rated closure for control and signal fixture boxes which penetrate walls.
   5. Cutting and patching walls and floors.
   6. Structural slab, concrete wall pockets, and/or structural steel beams for support of hoist machine, rope sheaves, and dead-end hitch beams. Support deflection shall not exceed 1/1666 of span under static load. Concrete or structural steel machine hold down means for hoist machine mounted offset from hoistway or below bottom landing.
   7. Erect front hoistway wall after elevator entrances are installed.
   8. Grout floor up to hoistway sills and around hoistway entrances.
   9. Pit access ladder for each elevator. Retractable ladder if provided shall include an electrical contact conforming to ASME A17.1, Rule 2.2.2.4.2.7.
   10. Structural support at pit floor for buffer impact loads, guide rail loads.
   11. Waterproof pit. Indirect waste drain or sump with flush grate and pump. Sump pump/drain capacity minimum 3000 gallons per hour, per elevator.
   12. Protect open hoistways and entrances during construction per OSHA Regulations.
   13. Protect car enclosure, hoistway entrance assemblies, and special metal finishes from damage.
   14. Hoistway venting and/or hoistway pressurization.
   15. Seal fireproofing to prevent flaking.

B. Machine Room and Machinery Spaces:
   1. Enclosure with access.
   2. Self-closing and locking access door.
   3. Ventilation and heating. Maintain minimum temperature of 55° F, maximum 90° F. Maintain maximum 80% relative humidity, non-condensing.
   4. Paint walls and ceiling.
   5. Class “ABC” fire extinguisher in each elevator machine room.
   6. Seal fireproofing to prevent flaking.
   7. Fire sprinklers where required.

C. Electrical Service, Conductors, and Devices:
   1. Lighting and GFCI convenience outlets in pit, machine room, and overhead machinery spaces. Provide one additional non-GFCI convenience outlet in pit for sump pump.
   2. Three-phase mainline copper power feeder to terminals of each elevator controller in the machine room with protected lockable “open” disconnecting means.
3. Single-phase copper power feeder to each elevator controller for car lighting and exhaust blower with individual protected lockable “open” disconnecting means located in machine room.

4. Emergency telephone line to each individual elevator control panel in elevator machine room.

5. Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator and each machine room to initiate firefighters’ return feature. Device at top of hoistway if sprinklered. Provide alarm initiating signal wiring from hoistway or machine room connection point to elevator controller terminals. Device in machine room and at top of hoistway to provide signal for general alarm and discrete signal for Phase II firefighters’ operation.

6. Temporary power and illumination to install, test, and adjust elevator equipment.

7. Firefighters’ telephone jack and announcement speaker in car with connection to individual elevator control panels in elevator machine room and elevator control panel in firefighters’ control room.

8. Conduit from the closest hoistway of each elevator group or single elevator to the firefighters’ control room and/or main control console. Coordinate size, number, and location of conduits with Elevator Contractor.

9. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler system and/or hoistway fire sprinkler system. Manual shut-off means shall be located outside bounds of machine room.

10. When sprinklers are provided in the hoistway all electrical equipment, located less than 4'-0" above the pit floor shall be identified for use in wet locations.

11. Single-phase power feeders to firefighters’ control panel.

12. Single-phase power feeders to machine room elevator monitoring panel/display unit with single-phase, protected lockable “open” disconnecting means.

13. Single-phase power feeders to controller(s) for CCTV with lockable “open” disconnecting means.


D. Standby Power Provision:

1. Standby power of normal voltage characteristics via normal electrical feeders to run one elevator at a time in each elevator group at full-rated car speed and capacity.

2. Conductor from auxiliary form “C” dry contacts, located in the standby power transfer switch to a designated elevator control panel in each elevator group. Provide a time delay of 30 - 45 seconds for pre-transfer signal in either direction.

3. Standby single-phase power to group controller, and each elevator controller for car lighting, exhaust blower, emergency signaling device, hoist machine cooling fan.

4. Means for absorbing regenerated power during an overhauling load condition per NEC 620.91. Elevator(s) will employ IGBT drive, presenting a non-linear active load.

5. Standby power to machine room ventilation or air conditioning.

6. Standby power to emergency communications device(s).

END OF SECTION
#4 MILL FINISH STAINLESS STEEL

TEXTURED (SAND BLASTED, ACID ETCHED, OR EQUIVALENT)

CNM LOGO FINISHES 1 TO 1

CNM Community College- Main Campus
Central New Mexico Community College
Albuquerque, NM
MS ELEVATOR DOOR ELEVATION

SCALE: 1" = 1'-0"

ED-1
CNM Community College - Main Campus
Central New Mexico Community College
Albuquerque, NM