EXHIBIT K

Master Definition List Where Construction Manager at Risk is the Delivery Method

**Action Submittals:** Written and graphic information and physical samples that require Architect’s (and Construction Manager’s) responsive action. Action submittals are those submittals indicated in individual Specification Sections as “action submittals.”

**Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
1. Predecessor Activity: An activity that precedes another activity in the network.
2. Successor Activity: An activity that follows another activity in the network.

**Addendum:** A written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: Addenda.

**Additional Service:** (a written Authorization): Expenses in addition to the basic services compensation that include actual expenditures made by the Design Professional or its employees in the interest of the Project pursuant to this Agreement

**Affiliate:** Affiliate shall mean any subsidiary of Construction Manager at Risk (CMAR), and any other entity in which Construction Manager at Risk has a financial interest or which has a financial interest in Construction Manager at Risk (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls Construction Manager at Risk.

**Allowance:** A device that is used in regards to equipment and materials that have not been selected with sufficient detail for the CMAR to ascertain a cost at the time of GMP proposal is given.

**Allowances:** Allowances shall mean the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.

**Amendment:** A change to an already existing document. This may be used to correct, improve or include supplementary information to a document.

**GMP Amendment:** Amendment shall mean a written modification of this Contract to establish the GMP, and without limitation to any Early Work Amendments, to allow phasing, that will culminate in a final GMP Amendment, executed by CMAR and Owner’s representative and approved in writing through a revision to Purchase Order, that establishes within the limitations of the agreed project MACC notwithstanding any modifications to the MACC in accordance with the contract documents.

**As Built Drawings:** The contractors annotated set of Construction Documents that have been contemporaneously revised by the contractor during the course of the projects construction to identify changes to the project subsequent to the issue of the bidding documents so as to record the actual physical constructed condition.

**Available Budget:** Amount that CNM funding approved for the specific project.
**Award of Contract:** shall mean a formal written notice by CNM that a firm has been selected to enter into a contract for services.

**Basis-of-Design Product Specification:** A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification. Bidding: The solicitation process to procure an offer to enter into contract for Work within the procurement rules of the Central Purchasing Office and in accordance with the Contract Documents and this agreement.

**Bidding Documents:** all required documents for the public which may include advertisement, bidding, selection, award, construction and administration of the Construction Documents for the project in conformance with the New Mexico procurement Code.

**BIM:** Building Information Modeling. The development of a computer based parametric model of a project and from this model then extracting information to convey a project (a construction document package). This differs from a CAD-based approach wherein individual drawings are created to collectively convey a project. For this definition BIM is taken to mean Autodesk’s Revit or similar software by others.

**Central Purchasing Office:** The Central Purchasing Office is CNM Purchasing Office, 525 Buena Vista SE, Albuquerque, NM 87106.

**CM Services:** CM Services shall have the meaning given in a Construction Manager at Risk Methodology for Construction.

**Consolidate:** To strengthen loose or deteriorated materials in place.

**Construction Cost:** The total cost to CNM for the construction and completion of all elements of the Project designed or specified by the Design Professional, including construction, site development costs (utilities, infrastructure, landscaping, site improvements, demolition, etc.), and built-in equipment, but excluding professional fees, testing fees, CNM’s project contingency, acquisition costs or other administrative costs. Construction Cost may include furniture, fixtures and equipment (“FF&E”) depending on whether the FF&E is being provided as a part of the Construction Contract.

**Construction Documents:** All documents that constitute the agreement between the Owner and the CMAR to provide construction of the project in accordance with the terms and conditions of the contract. Construction documents shall include: Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Bid Forms, Agreement Forms, Wage Rates and Addenda/Amendments that will be incorporated into the Construction Contract and all required documents for the advertisement, bidding, selection, award, construction and administration of the Construction Documents for the Project must be in conformance with the New Mexico Procurement Code and any other applicable laws.

**Construction Document Phase:** The portion of the work during which the Construction Documents are created.
**Construction Manager at Risk (CMAR):** A contractor/person who, pursuant to a contract with CNM, provides the pre-construction services and construction management required in a construction manager at risk delivery method in accordance with NMSA 13-1-124.1-5. The construction manager at risk also serves as the General Contractor on the project.

**Construction Manager at Risk Delivery Method:** A construction method for a project wherein a Construction Manager at Risk provides a range of preconstruction services and construction management, including without limitation the maintenance of the MACC and the Construction Manager at Risk’s delivery of a Guaranteed Maximum Price (GMP), cost estimation, cost control, value engineering, consultation with design professionals, preparation and coordination of bid packages for subcontractors, scheduling, and while acting as the general contractor during construction, detailing the material and subcontractors’ scopes of work, prequalifying and evaluating material suppliers and subcontractors, holding all subcontractors to complete the Work and providing all necessary management and construction services to successfully complete the Work within a Guaranteed Maximum Price for which the Construction Manager at Risk is solely responsible. All CMAR work with CNM must be in compliance with the New Mexico Procurement Code and all applicable laws including the governing law from General Conditions of the Agreement between the Owner and the Design Professional *Where the Owner will use the construction Manager at Risk Delivery Method*.

**Construction Manager at Risk Field Work:** Construction Manager at Risk Field Work shall mean customary layout, surveying, hoisting, safety enforcement, provisions of toilet facilities, temporary heat, trash removal, clean up, and portions of the Work of a minor nature and not feasibly part of the subcontracted work due to: exclusions by the Subcontractor not resolved through the process described in the construction documents undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for “pick-up” or GC Work under industry standards; provided, however, that (i) the Construction Manager at Risk has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, (ii) such Work is identified as Construction Manager at Risk Field Work in monthly billings and (iii) Construction Manager at Risk receives prior approval of Owner’s Representative as to the scope of such Construction Manager at Risk Field Work. (from the Agreement between the Owner and the Construction Manager at Risk).

**Construction Phase:** The Construction Phase shall mean the period commencing on the Owner's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by Owner of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.

**Construction Phase Services:** Construction Phase Services shall mean all of the Work other than the Preconstruction Phase Services.

**Construction Manager at Risk Responsibilities:** The CMAR shall be responsible for the performance of all the work, at a total cost not exceeding GMP, within the contract time. The CMAR shall also be required to follow the requirements of the contract documents and remain in compliance with applicable laws.

**Construction Waste:** Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

**Contract:** An agreement in the form of a purchase order and attached documents between CNM and a contractor. “Contract” and “Agreement” may be used interchangeably.
Contractor/Vendor: A successful Offeror awarded the contract from CNM. “Contractor” and “Vendor” may be used interchangeably to mean the Construction Manager at Risk (CMAR).

Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by the Design Professional.

Cost of the Work: The Cost of the Work is the estimated cost to complete the Work for the Project as described in the plans and specifications and in the GMP Amendment including Construction Manager at Risk Contingency, but not including preconstruction services fee, the fixed cost for Specified General Conditions, Construction Manager at Risk Fee or New Mexico Gross Receipts Tax (NMGRT).

CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

Day: The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

Design Development Documents: Design Development Documents shall have the meaning given in the General Conditions of the Agreement between the Owner and the Design Professional for this Project.

Design Professional (DP): Is the legal entity qualified to do business in State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this agreement.

Design Professional Principal(s): Individuals of the Design Professional’s firm authorized to sign on behalf of the firm to act as signatories to agreements for this project (from General Conditions of the Agreement between the Owner and the Design Professional Where the Owner will use the construction Manager at Risk Delivery Method).

Determination: The written documentation of a procurement decision made by the CNM Purchasing Department, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.

Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
**Early Work:** Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall require written Owner authorization and be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.

**Early Work Amendment:** Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.

**Energy Star:** Is a voluntary program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy-efficient products and buildings. Qualified products and buildings exceed minimum federal standards for energy consumption by a certain amount. Design Professional will be required to assist CNM in putting data to determine energy efficiency, but will not be required to register the project.

**Entity:** Means CNM for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

**Event:** The starting or ending point of an activity.

**Existing to Remain:** Existing items that are not to be removed or dismantled.

**Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of <Insert number> previous projects or body of work similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

**Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.

**File Transfer Protocol (FTP):** Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

**Fixed Cost for Specified General Conditions Work:** Fixed Cost for Specified General Conditions Work (SGC Work) shall mean the fixed sum proposed by the Construction Manager at Risk for this work in its response to the Request for Proposal.

**Float:** The measure of leeway in starting and completing an activity. Float time [belongs to Owner] [is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date].

1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

**Furnishings and Equipment Needs:** A general description of required furnishings needed to be installed in the building(s) as well as any equipment that is anchored to the building(s). Equipment required for departmental use is not a component of this requirement.
General Conditions of the Contract between the Owner and the Construction Manager at Risk: The General Conditions of the Construction Manager at Risk Agreement known herein as the General Conditions.

General Conditions of the Agreement between the Owner and the Design Professional: The General Conditions of the Design Profession where a Construction Manager at Risk method is used known herein as the General Conditions between the Owner and the Design Professional.

Governing Board: The Governing Board of the Central New Mexico Community College.

GMP Amendment: GMP Amendment shall mean an Amendment to this Contract, issued in the form of Exhibit A and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.

GMP Change Request: A request to change the GMP from the CMAR. Changes made prior to the setting of the GMP shall be through an amendment to the GMP per Exhibit A. Changes made to the GMP after the GMP setting shall be through a MCR/Change Order.

GMP Contingency: A sum established by the CMAR for the CMAR's use (approved by Owner’s Representative) to cover additional development of Plans and Specifications which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order.

GMP Supporting Documents: GMP Supporting Documents shall mean the documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, allowances, unit prices, and alternates that form the basis for the GMP.

Guaranteed Maximum Price (GMP): The maximum amount to be paid by CNM for the construction of the Work including the General Conditions, fees charged by the CMAR, GMP contingency and allowances and any other costs or requirements not specifically excluded in the Construction Documents or Agreement between CNM and the CMAR, but excluding New Mexico gross receipts tax. The Guaranteed Maximum Price of this Agreement shall be stated in dollars within the GMP Amendment, as determined in accordance with the Contract Documents and as it may be adjusted from time to time pursuant to the provisions of this Agreement.

Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance which are important to the successful [preservation] [rehabilitation] [restoration] [and] [reconstruction] as determined by Architect. Designated historic [spaces] [areas] [rooms] [and] [surfaces] are [indicated on Drawings] [and] [scheduled in this Section].

[Restoration Zones] [Grade 1 Areas] <Insert designation>: Areas of greatest architectural importance, integrity, and visibility; to be preserved and restored to the original, circa <Insert date>, design and finish as shown on Drawings:

1. [Renovation Zones] [Grade 2 Areas] <Insert designation>: Areas of significant architectural importance, integrity, and visibility; to be preserved and restored consistent with the remaining historic fabric and to the extent shown on Drawings:

2. [Alteration Zones] [Grade 3 Areas] <Insert designation>: Areas of slight architectural importance, integrity, and visibility; to leave any remaining original fabric untouched insofar as is consistent with accommodating modern uses for the building as shown on Drawings.
**Informational Submittals:** Written and graphic information and physical samples that do not require Design Professional’s and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as “informational submittals”.

**Initial Guaranteed Maximum Price (IGMP):** The Initial Guaranteed Maximum Price is the price submitted in the price proposal at the date and time appointed for receipt of proposals for work to be performed. The IGMP shall also be evaluated, confirmed and monitored by the Owner, Design Professional and the CMAR throughout the pre-construction process.

**Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

**Use of Trade:** Specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

**LEED Silver:** U.S. Green Council Leadership in Energy and Efficiency Design (LEED) Silver Certification.

**LEED Silver Certification Requirements:** Leadership in Energy and Environmental Design Silver Certification or better is required per current U.S. Green Building Council requirements.

**Liquidated Damages:** An amount, typically allocated per calendar day, that the CMAR agrees to pay if a breach typically associated with the contractor not attaining a completion date as promised and is caused by the CMAR, its subcontractors, suppliers or other parties responsible to the CMAR.

**MACC (Maximum Allowable Construction Cost):** The maximum allowable Construction Cost established by CNM, excluding New Mexico gross receipts tax. The Maximum Allowable Construction Cost is set by the Owner and represents the total sum available for construction purposes including general conditions, and fee of the Construction Manager at Risk excluding gross receipts tax, but may include furnishings, fixtures and equipment. The MACC shall not include preconstruction costs, professional fees, testing fees, Owner’s project contingency funds, acquisition costs or other soft costs in accordance with the contract.

**MACC Adjustment:** MACC Adjustment is defined as a change in the MACC which occurs after award of the Agreement Between the Owner and the Construction Manager at Risk but before the execution of the GMP Amendment in accordance with the contract documents.

**MACC Reconciliation:** MACC Reconciliation is defined as the process by which the Construction Manager at Risk and the Design Professional determine the Probable Construction Cost at the end of the Schematic and Design Development Phases in accordance with the contract.

**MACC Verification:** A process in which the Construction Manager at Risk verified the project MACC as part of a proposal to enter into this Agreement. That verification was based upon information the CMAR deemed sufficient as to allow general and broad unit pricing and to provide the Proposal Bond that holds the CMAR accountable to maintaining the MACC until execution of the Guaranteed Maximum Price Amendment.
Major Categories of Work: Key components, systems and sub-assemblies of a project. These categories include, but are not limited to the demolition, site preparation, foundations, exterior enclosure, interiors, construction, mechanical, electrical, plumbing systems, built-in casework and equipment, site improvements and landscape. Specific categories and subcategories are defined with the Uniformat construction component classification system.

Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

Materials: Materials and systems specified in the Construction Documents available at the time of this Agreement, or reasonably believed to be available prior to the Bidding Phase.

Modification Change Request (MCR): A request for changes to the contract as part of the change order process.

Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

Normal Consulting and Engineering Services: Professional services provided by the Design Professional, civil engineer, landscape Design Professional, structural, electrical and mechanical engineers and the cost estimators which are necessary and appropriate to define the project design and direct the project construction.

Offeror: An independent contractor who may be an individual, corporation, or partnership who chooses to submit a proposal in response to an RFP.

Owner: Owner is the person or entity identified as such in the Agreement and is referred to throughout the Construction Documents as if singular in number. The Owner shall designate in writing the representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner referred to throughout this Agreement shall be Central New Mexico Community College (CNM). Owner and CNM may be used interchangeably throughout this Agreement.

Owner Representatives: The individual who is an employee of CNM named in this Agreement. The Owner’s Purchasing Director and Vice President for Finance and Operations shall be the Owner’s Contractual Representatives, authorized to Act on the Owner’s behalf with respect to oversight and approval of the Construction contracts including any amendments or change orders to the contract. The Owner’s Facilities Construction Project Manager and the Facilities Executive Director shall be the Owner’s representative with oversight of the project and work completed. The Executive Director of Purchasing further Designates the Owner’s Facilities Construction Project Manager and the Facilities
Executive Director to pre-approve change orders that do not exceed $20,000.00. Changes made within the IGMP for early work may also be approved through a limited notice to proceed signed by the Design Professional, the CMAR and the Facilities Director (or project manager) with the authority to bind the Owner with respect to this Agreement in accordance with Article 3.

**Patching:** Fitting and repair work required to restore construction to original conditions after installation of other work.

**Portable Document Format (PDF):** An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

**Preconstruction Phase:** The Preconstruction Phase shall mean the period commencing on the date of the contract award Contract and ending upon commencement of the Construction Phase; provided that if the Owner and Construction Manager at Risk agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both Phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.

**Preconstruction Phase Services:** Preconstruction Phase Services shall mean all services described in the contract documents and any similar services described in the Request for Proposals, including such similar services as are described in the Design Professional’s Response or the Construction Manager at Risk’s Response to the Request for Proposals to the extent they are accepted by Owner, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.

**Preconstruction Testing:** Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

**Preliminary Design Documents:** Design Drawings, outline specifications and cost estimates developed from the schematic design documents prepared to more comprehensively define the size, character and quality of the project and to further confirm compliance of the design with the project scope and budget.

**Procurement Officer/Buyer:** The person or Procurement Officer or their designee authorized by CNM to administer a procurement.

**Products:** Items obtained for incorporating into the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. **Named Products:** Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. **New Products:** Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. **Comparable Product:** Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of a specified product.

**Product Testing:** Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
**Program:** A written statement prepared by the Owner with assistance of the Design Professional setting forth the conditions and objectives for a building project including, but not limited to, its general purpose and detailed requirements, such as complete listing of rooms required, their sizes, special facilities.

**Project:** The Project is the total administration, design, construction and post-construction of which Work performed under this Agreement and the Construction Documents may be the whole or a part and which may include design or construction by the Owner or by separate professionals or contractors.

**Project Design Professional:** The individual Design Professional registered in the State of New Mexico who shall sign and affix a New Mexico Design Professional's Seal to all plans, designs, drawings, specifications, and reports required for the Project. The Project Design Professional shall be mutually agreed upon by Owner and Design Professional at the time this Agreement is entered into and shall be named herein.

**Project Management Data and Information:** Data and information to be input, stored, and housed in CNM’s project management software system.

**Project Management Site:** This will be a web or similar site in which all contract documents shall reside.

**Proposal:** The Offeror’s response to an RFP.

**Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

**Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

**Recycle:** Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

**Reconstruct:** To remove existing items, replicate damaged or missing components, and reinstall in original position.

**Record Documents:** An archive reference edition for the Construction Documents prepared by the Design Professional/engineer incorporating changes from the original construction documents indicated in the As-Built drawings.

**Refinish:** To remove existing finishes to base material and apply new finish to match original or as otherwise indicated.

**Regulatory Authorities:** Authorities having jurisdiction related to health or safety laws, codes, standards and regulations applicable to the locale, municipal, county, state, regional or federal authority which may require information of the filing of drawings, specifications, applications, etc. including but not limited to: The State Fire Marshal, State of New Mexico Construction Industries Division, or other organizations charged with enforcing regulatory compliance in connection with this project.
**Reimbursable Expenses to the Design Professional:** Expenses in addition to the Basic Services compensation that include actual expenditures made by third parties contracted under the Design Professional contract made in the interest of the Project pursuant to this Agreement.

**Reinstall:** To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.

**Remove:** Specifically for historic spaces, areas, rooms, and surfaces, the term means to detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.

**Repair:** To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

**Replace:** To remove, duplicate, and reinstall entire items with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

**Replicate:** To reproduce in exact detail, materials, and finish unless otherwise indicated.

**Reproduce:** To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.

**Request for Proposals (RFP):** All documents, attached or incorporated by reference, used for soliciting proposals from CNM.

**Resident Business or Resident Contractor:** An entity that has a valid resident certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-21 NMSA 1978.

**Resident Veteran Business or Resident Veteran Contractor:** An entity that has a valid resident veteran certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

**Resource Loading:** The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

**Responsible Offeror:** An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that her/his/its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal (Section 13-1-83 NMSA 1978).

**Responsive Offer or Responsive Proposal:** An offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

**Restore:** To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.

**Retain:** To keep existing items that are not to be removed or dismantled.
Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.

RFI: Request for Interpretation or Information. Construction Manager, Architect, Contractor, Owner or other applicable parties seeking information required by or clarifications of the Contract Documents.

Roofing Consultant: The Owner’s separate consultant providing design review and/or field observation services on the Project scope of work involving roofing.

Salvage for Waste Management and Disposal: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

Salvage for Treatment Procedures: To protect removed or dismantled items and deliver them to Owner ready for reuse.

Salvage and Reuse for Waste Management and Disposal: Recovery of demolition or construction waste and subsequent incorporation into the Work.

Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Schematic Design Documents: Schematic Design Documents shall have the meaning given in the General Conditions of the Agreement between the Owner and the Design Professional where the Method of Construction is the Construction Manager at Risk for this Project.

Schematic Documents: The Schematic Documents submittal should include preliminary Schematic Drawings and a Preliminary Project Description (PPD) that together clearly indicate the extent and relationship of the project components. A PPD helps the Owner and the Design Professional understand the various components and systems proposed for the project. It also serves as an early basis for discussion of the overall building and site systems including site drainage and other geotechnical considerations.

Scope Change Following GMP: Scope Change Following the GMP Amendment shall mean only (i) changed site conditions not reasonably inferable from information available to CMAR at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the Owner under this Contract beyond that identified or inferable from the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances and will be changed through the issuance of a change order).

Selection Committee: A body created to perform the evaluation of Offeror proposals to a CNM RFP. “Evaluation Committee” may be used interchangeably with “Selection Committee”.

Site: The physical location on which the Project is built, including all land acquired for the Project or associated with the Project including surface drainage, wells, transmission lines, utilities, easements, rights-of-way, roadways and existing facilities that may be directly or indirectly affected by the Project or that might affect the Project.

Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
**Specialty Design Consultant:** Consultants other than those listed in the agreement such as laboratory designer, acoustical engineer, theater designer, food service designer, specialty lighting consultant, LEED compliance documentation, etc., which are desirable and appropriate to augment the normal consulting design services of the Design Professional engineer to develop the project’s design and direct the projects construction.

**Specified General Conditions:** Shall mean that portion of the work required to support construction operations that is not included within overhead on general expenses but is called out in “Summary Matrix”.

**Stabilize:** To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to re-establish a weather-resistant enclosure.

**Strip:** To remove existing finish down to base material unless otherwise indicated.

**Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

**Unif orm at:** A construction classification system published by the Construction Specifications Institute (CSI) for organizing construction information into a standardized order and sequence to facilitate project budget analysis. Uniformat divides construction work into various categories and subcategories referred to as levels. The higher the level the more detailed the division of the work becomes.

**User:** The students, faculty, staff and others as determined by CNM, occupying the facility or facilities, for which a project is being designed.

**User Contact:** The person designated by CNM to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

**User Representative:** Individuals that may be designated by the Owner to represent the needs of facility, students, staff or others as determined by CNM for which the project is being designed.

**Value Engineering:** A systematic and organized approach to provide the necessary functions in a project at the lowest cost. Value Engineering promotes the substitution of materials and methods with less expensive alternatives, without sacrificing functionality. It is focused solely on the functions of various components and materials, rather than their physical attributes.

The terms "must," "shall," "will," "is required," or "are required" identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offeror’s proposal.

The terms "can," "may," "should," "preferably," or "prefers" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offeror’s proposal. Rejection of the proposal will be subject to review and the final decision on rejection will be made by the CNM Purchasing Department.

**Other Definitions:** Words or combinations of words, if not defined herein, shall be defined in the following order of precedence: (1) Definitions, of the General Conditions; (2) Within the context they are used; (3) As to well-known technical or construction industry meaning if used in accordance with such recognized meanings; (4) By the Webster's Collegiate Dictionary.