**PROJECT: [Insert Name of Project]**

**SUPPLEMENTAL INFORMATION**

**ASBESTOS CONSIDERATIONS**

1. The Contractor, Subcontractors, and Materials Suppliers will to the best of their abilities, provide and install materials that are *ASBESTOS-FREE*. Any material violating AHERA regulations must be removed by a licensed asbestos abatement Contractor and replaced with non-asbestos containing equal(s) at no cost to Owner. The area where such work is conducted will be returned to its substantially complete condition. Such replacement action will be in effect for the period of construction and continue through the entire warranty year.

2. The Architect and the Contractor shall execute the attached asbestos document.

3. The following Considerations are made available as information for Bidders:

[Insert Title of Asbestos Considerations and similar documents]

[Insert Asbestos (and other) Considerations following this page]

**DOCUMENT FOLLOWS**

00 3100-1

**ALBUQUERQUE PUBLIC SCHOOLS**

**DEPARTMENT OF FACILITIES DESIGN AND CONSTRUCTION**

**915 OAK STREET SE**

**PO BOX 25704**

**ALBUQUERQUE, NEW MEXICO 87125-0704**

**(505) 242-5865**

**SCOTT ELDER KAREN ALARID**

**SUPERINTENDENT EXECUTIVE DIRECTOR**

 ****

**PROJECT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

 **CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Project #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **In accordance with 40 CFR 763.99, this is to certify that the above referenced project drawings and specification have been reviewed and that to the best of our knowledge, no Asbestos Containing Building Materials (ACBM) were specified for the construction of this building.**

 **Project Architect Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Project Architect Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **This is to certify that for the above referenced project, to the best of our knowledge, no Asbestos-Containing Building Materials were used in the construction of this building.**

 **Construction Contractor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Construction Contractor Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROJECT: [Insert Name of Project]**

**SUPPLEMENTAL INFORMATION**

**GEO-TECHNICAL INVESTIGATIONS**

1. This report is included for information only. Neither Owner nor the Design Professional assumes responsibility for the accuracy of the investigation. The data is made available for interpretation by potential Bidders and is not intended as a warranty of continuity of conditions. Recommendations, if any, shall not be construed as contract requirements unless specifically stated or referenced in the contract documents.

2. The following Reports are made available as information for Bidders:

[Insert Title of Geotechnical Report and similar documents]

[Insert Geotechnical (and other) Reports following this page]

**DOCUMENT FOLLOWS**

00 3200-1

**ENUMERATION OF THE CONTRACT DOCUMENTS**

**PROJECT:**

The Contract Documents will consist of the Agreement between the Owner and the Contractor and General Conditions, plus all attachments, exhibits, project specifications, schedules, the construction drawings, the Project Manual, the Request for Proposal (including the RFP Legal Notice and all Attachments), the Price Proposal Form and Proposal Bond Form, the Subcontractor Listing Requirements, any Bond/Insurance Certificate/Insurance Endorsement Forms, Minimum Wage Information, Contractor’s Price Proposal and relevant Addenda or portions thereof, which shall be deemed to be so modified and amended as set out in the balance of the Contract Documents), all other documents identified in Article 7.22 of the Agreement between the Owner and the Contractor, and any modifications, Change Orders, Addenda, or amendments to any of those documents executed after the effective date of the agreement.

1. The Drawings are identified as follows: As listed in Section 00 8100 – List of Drawings
2. The Specifications are identified as follows: As listed in Section 00 8200 – Index to Technical Specifications
3. All addenda to the Drawings/Specifications as issued during the RFP process.

00 4000-4

**OWNER/CONTRACTOR AGREEMENT**

The form of Owner/Contractor Agreement to be executed is the standard [*Insert* “APS Construction Agreement and General Conditions” *if project is funded solely by APS*; *insert* “PSFA Construction Agreement and General Conditions” *if project is jointly funded by APS and PSFA*.]

A sample Agreement follows. *[Insert sample Owner/Contractor Agreement as following pages.]*

**DOCUMENT FOLLOWS**

00 5000-1

**BONDS AND INSURANCE**

BONDS:

1. Proposal Security: Must be submitted with Price Proposal using AIA Document 310, or similar standard form acceptable to Owner.

2. Performance and Labor and Material Payment Bonds: Contractor shall furnish in connection with the performance of the Work, in a form acceptable to Owner (AIA Documents A 312, or similar standard form acceptable to Owner) and executed by a surety company satisfactory to Owner, a payment bond for the protection of persons furnishing labor and materials and a performance bond for the protection of Owner. The penal sum of each bond shall be equal to the Contract Sum. Bonds shall be dated as of the Effective Date of this agreement and shall be furnished promptly by Contractor to Owner, accompanied by a certified copy of the “Power of Attorney” document issued by the surety company. Contractor shall notify the surety of any changes affecting the general scope of the Work or change in the Contract Sum and the amount of the applicable bonds shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner upon request. The performance bond shall remain in effect until satisfactory completion of all of Contractor’s obligations under this Agreement (including performance of warranty obligations). The labor and material payment bond shall remain in effect until final payment is made to all tiers of subcontractors, suppliers and others furnishing labor or materials.

3. Modification to Bonds: Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: “Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety’s or the Contractor’s defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the Surety as provided under this Bond.

INSURANCE:

Contractor's insurance requirements are as set forth in these documents. Four (4) signed copies of all required certificates, endorsements, or other evidence of insurance must be delivered to Owner. The forms of any required insurance certificates or insurance endorsements are attached as part of this Section 00 6000, or are as described herein.

00 6000-1

Insurers must (1) be authorized to do business in New Mexico; (2) maintain an address for service of process in New Mexico; and (3) either (a) have an “A” policyholder’s rating and a financial rating of at least Class XI in accordance with the most current A.M. Best’s Rating; or (b) be acceptable to Owner as evidenced by Owner’s written approval of such insurer.

If mandatory deductibles should be required under the terms of any insurance to be provided for this project, or if Contractor should elect to increase the mandatory deductible amounts or purchase insurance with voluntary deductible amounts, the Contractor shall not be entitled to any reimbursement from Owner for payment of the amount of the deductible in the event of a paid claim. Owner must approve any changes in deductible amounts in writing.

Certificates of insurance and endorsements must be on forms acceptable to Owner and delivered to Owner prior to commencement of the work. The Contractor shall furnish a Certificate of Insurance under current form of ACORD 25 (2010/05).

In addition, if requested by Owner, Contractor shall deliver to Owner a certified copy of any policies called for in these documents including any endorsements, addenda or amendments to such policies within 10 days. If Owner is damaged by Contractor’s failure to obtain and maintain the required insurance, then Contractor shall be liable to Owner for all costs, expenses and damages which may result, including reasonable attorney’s fees. All insurance policies to be furnished by Contractor for purposes of this project shall be subject to approval by Owner. All policies shall be on an occurrence as opposed to claims made basis.

To the extent Contractor or any Subcontractor would be reimbursed by Owner for any loss covered by the insurance provided, the Contractor or Subcontractor shall waive any claim they may have for such reimbursement to the extent covered by the insurance.

The types of insurance the Contractor shall obtain and maintain are as follows:

Workers’ Compensation Insurance and Employers’ Liability:

Workers’ Compensation Insurance and Employers’ Liability insurance shall be maintained in full force and effect for the full warranty period provided for in the contract documents. Contractor shall comply with all applicable provisions of the New Mexico Workers’ Compensation Act, and the New Mexico Occupational Disease Disablement Law. Workers’ and Employer’s Liability insurance will be procured and maintained in accordance with New Mexico laws and regulations.

00 6000-2

Contractor shall require each Subcontractor to provide the same Workers’ Compensation and Employers’ Liability coverage for all the Subcontractor’s employees working on the project. Neither Owner nor the Design Professional, their directors, officers, board members, representatives, agents or employees will be responsible for any claims or actions occasioned by the failure of the Contractor to comply with this obligation.

At the time of the Contractor’s execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers’ Compensation and Employer’s Liability insurance coverage, for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance:

General Liability Insurance shall be provided with the following limits.

 $1,000,000 General Aggregate

 $1,000,000 Products/Completed Operations Aggregate

 $1,000,000 Personal Injury and Advertising Injury

 $1,000,000 Each Occurrence

 $50,000 Fire Damage (any one fire)

 $5,000 Medical Expense (any one person)

The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual liability, Contractor’s protective liability, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as “XCU.”

Business Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars ($2,000,000) per accident with respect to Contractor’s vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Work required to be performed by Contractor pursuant to the Contract Documents. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

Builder’s Risk Insurance:

Contractor shall obtain and maintain Builder’s Risk “Special Form” insurance coverage for full insurable value to replace or repair up to the contract sum, with provision for endorsements to increase coverage if the contract sum is increased. Such insurance coverage shall include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in the work and shall insure without limitation against the perils of fire

00 6000-3

with extended coverage and shall include “Special Form” insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such coverage shall include work in progress and completed work. If not covered by the “Special Form” insurance, Contractor shall also obtain similar property insurance coverage on portions of the work stored off the site or in transit when such portions of the work are to be included in an application for payment. Such insurance shall include as additional insured Owner, Owner’s representative(s) and each of their respective directors, officers, board members, employees and agents. The form of coverage and policy called for herein must be accepted and approved by Owner.

Such insurance may have a deductible clause but not to exceed $5000 per occurrence. Contractor shall be liable for the deductible on any loss to which the deductible applies.

Any loss insured under this section shall be adjusted with Owner and made payable to Owner. Upon receipt of the insurance proceeds Owner shall reimburse Contractor or his Subcontractors for any insured losses less any deductible charged to Owner.

Contractor shall deliver to Owner such endorsements to the coverage provided herein to insure coverage of the entire work even if Owner should take partial occupancy of part of the work before substantial completion is reached on all the work. The policy shall contain a “Permission to Occupy” endorsement acceptable to Owner.

00 6000-4

**MINIMUM WAGE RATE INFORMATION**

The New Mexico State Minimum Wage Rates applicable for this Contract, as evidenced by the attached determination by the New Mexico Labor and Industrial Commission, shall be paid to all workers employed in the performance of the Work. See Request for Proposals and General Conditions to the Owner/Contractor Agreement.

 (Wage Rate Schedules Attached)

**NM DECISION NO.\_\_\_\_\_\_\_\_\_\_\_\_\_, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DOCUMENTS FOLLOW**

00 6600-1

#### GENERAL CONDITIONS

The General Conditions of this Contract are incorporated in the standard *[Insert* “APS General Conditions of the Contract for Construction” *if project is funded solely by APS*; *insert* “PSFA General Conditions of the Contract for Construction” *if project is jointly funded by APS and PSFA.]*

A sample Agreement is previously attached (see 00 5000).

**DOCUMENT FOLLOWS**

*[Insert General Conditions on following pages]*

00 7000-1

**LIST OF DRAWINGS**

Sheet No. Sheet Title

(insert list of drawings)

00 8100-1

#### INDEX TO TECHNICAL SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

 01 1000 Summary

 01 2000 Price and Payment Procedures

 01 2010 Modification/Change Request (MCR) Worksheet

 01 3100 Project Management and Coordination

01 3115 Project Management Communications

 01 3300 Submittal Procedures

 01 3310 Submittal Transmittal Form

 01 3510 APS Project Procedures

 01 4000 Quality Requirements

 01 5000 Temporary Facilities and Controls

 01 6000 Product Requirements

 01 6300 Product Substitution Procedures

 01 6310 Prior Approval Substitution Request Form

 01 6320 Contractor Substitution Request Form

 01 7000 Execution Requirements

 01 7700 Closeout Procedures

 01 7800 Closeout Submittals

***[Design Professional to Revise General Requirements list above to match current APS Division 01 sectionm and Insert index of additional Technical Specifications sections]***

00 8200-1