



4601 COLLEGE BOULEVARD
FARMINGTON, NEW MEXICO 87402

BID #546

Rigging System Repair Services

Opening Date:
February 24, 2005 - 2:00 P.M.

Purchasing Department
Room #1715
4601 College Boulevard
Farmington, NM 87402
(505) 566-3511

NOTICE TO BIDDERS

Sealed Bids will be received by San Juan College, San Juan County, New Mexico, at the Purchasing and Design Office, 4601 College Blvd – Room 1715, Farmington, New Mexico, 87402.

The Bids duly delivered and submitted will be opened and read aloud for supplying the following, on the dates and times reflected below:

Rigging System Repair Services
BID #546
February 24, 2005
2:00 P.M.

Any Bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchase and Design Department, the Bidder shall be responsible for actual delivery of the Bid to the Purchase and Design Department before the advertised date and hour for opening of the Bids. If mail is delayed either by the postal service or in the internal mail system of San Juan College beyond the date and hour set for the Bid Opening, bids thus delayed will not be considered and will be returned unopened.

Bid documents may be retrieved by accessing the San Juan College website and downloaded at: <http://www.sanjuacollege.edu>. Further details and criteria for award may be obtained through the Purchasing and Design Office by calling (505) 566-3511. San Juan College reserves the right to accept or reject any or all bids.

Until the final award by San Juan College, said College reserves the right to reject any and/or all Bids, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said College will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

San Juan College
Farmington, New Mexico 87402

By: /s/ Yvonne Brooks
Yvonne Brooks, Purchasing Agent

Publication Date: February 13, 2005
Opening Date: February 24, 2005

Rigging System Repair Services
BID #546
February 24, 2005
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the Rigging System Repair Services distribution packet #546, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Exhibit B, for a total of 33 pages.

The acknowledgment of the receipt should be signed and returned to the Buyer no later than February 18, 2005. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #546, if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document # 546.

Firm **does/does not (circle one)** intend to respond to Rigging System Repair Services, Bid #546.

If firm **does not** intend to reply, please give a brief reason for not responding: _____

Return To:
Deana Ellis
Purchasing Clerk
San Juan College
Purchasing and Design Center
4601 College Boulevard, Room 1715
Farmington, NM 87402

Telephone Number: 505-566-3511
Fax Number: 505-566-3075
Faxed copies of this form will be accepted.
Faxed **BID** responses **will not** be accepted

INVITATION TO BID

BID TITLE: Rigging System Repair Services
BID#: 546

Sealed bid opening:
SAN JUAN COLLEGE
PURCHASING AND DESIGN DEPARTMENT
4601 COLLEGE BLVD – RM 1715
FARMINGTON, NM 87402
DATE: FEBRUARY 24, 2005 2:00 P.M.

The following ARTICLES are made part of this Bid:

- Article 1 - General Terms & Conditions
- Article 2 - Special Conditions Supplies
- Article 3 - Specifications

/s/ Yvonne Brooks
Yvonne Brooks, Purchasing Agent

If you have any questions regarding this
Invitation to Bid please contact: Purchasing &
Design 505-566-3511

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. FAXED BIDS WILL NOT BE ACCEPTED. SUBMITTING "NO BIDS" ARE NOT REQUIRED TO BE KEPT ON THE COLLEGE'S BIDDERS LIST.

Sealed bids will be received until the above specified date and local time, then publicly opened at San Juan College Purchase and Design Department and read aloud. This bid is subject to the Purchase Order "Terms and Conditions", Bidding Requirements, and Specifications.

COMPANY NAME/MAILING ADDRESS/CITY/STATE/ZIP CODE (please print)	
CONTACT PERSON (please print)	TELEPHONE NUMBER/FAX NUMBER (please print)
<i>To be a valid bid, Bidder must Sign Here</i>	<i>Title</i>
In-State Preference will be applied to only those in-state certified bidders who <u>have</u> completed the following: Bidder has received certification from the State Purchasing Agent for Resident Contractors Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference credit. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.	
Payment Terms: _____ % _____ Days, <u>Net 30 Days After Receipt of Invoice (Discount will not be considered in computing the low bid.)</u>	
F.O.B. Point: Destination	Delivery: _____ Calendar days
(F.O.B. Point Must be Destination, Unless otherwise indicated by San Juan College Purchasing Agent and/or enclosed Contract Documents)	
NEW MEXICO CONTRACOTRS LICENSE NO. _____	TAX ID NO. _____
NEW MEXICO CONTRACOTRS LICENSE CLASSIFICATION(S) _____	

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

- Amendment No. _____ Dated _____
- Amendment No. _____ Dated _____
- Amendment No. _____ Dated _____
- Amendment No. _____ Dated _____

ARTICLE 1

GENERAL CONDITIONS

The following bid is made for furnishing materials or services for San Juan College, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, and sex in the performance of this contract.

The bidder hereby proposes to furnish the items or services bid on, F.O.B. Farmington, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the College's option.

The College reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the College.

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing & Design Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. San Juan College shall be the sole judge of equality in their best interest and decisions of San Juan College as to equality shall be final.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The College will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the College with budget preparation, the bidder shall complete the paragraph on the bid schedule of this bid and shall identify by name each tax, bidder believes to be applicable to this bid and shall estimate the amount of each tax which will be

charged on the entire bid.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Agent, the bidder shall be responsible for actual delivery of the bid to the Purchasing and Design Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the College beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Bids deposited with the College cannot be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Purchasing & Design Office and received by the College prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by San Juan College, the College reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the College will be realized hereby.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the College reserves the right to waive any irregularities and to make the award in the best interest of the College.

The College reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bid containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the College.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the College will prevent or hinder the prompt completion of additional work if awarded.

The successful bidder may not assign his rights and duties under an award without the written consent of the College's Purchasing & Design Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the College and may be required to be a part of each bid. San Juan College considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the College at the specified delivery location. The delivery date indicated a guaranteed delivery at Farmington, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous College contracts will be considered. The College reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the bidder to meet guaranteed delivery dates or service performance on any previous College order.

The College reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the College reserves the right to cancel the order without liability on its part. All prices are to be F. O. B. Farmington, New Mexico all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing & Design office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the College of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. College review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Purchasing & Design Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of San Juan College to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing & Design Department and must be given a Purchase Order Number to be valid. All Purchase Orders will be paid upon completion of delivery and acceptance.

Payment will not be made by the College until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with College Purchasing procedures, unless this provision is waived by the College.

In case of default of the successful bidder, San Juan College may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the

performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the College if authorization to use supplies or components is granted.

ARTICLE 2

SPECIAL CONDITIONS SUPPLIES

Periodic deliveries will be made only upon authorization of the Purchasing Department and shall be made if, as, and when required and ordered by the College at such intervals as directed by said Purchasing & Design Department.

Deliveries shall be to the location identified in each order within San Juan College.

The quantities shown on the bid are estimated quantities only. San Juan College reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The Contract will be awarded at the prices bid for a period of time as set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the College's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The College shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers' warranties shall insure to the benefit of the College, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contract for amounts, if any, paid by the College over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the College, free and clear of any materialman's, supplier's, or other liens.

Regardless of the award of a Contract hereunder, the College retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the College's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate source's lower price or higher quality.

Acceptance by the College of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the College's right to request replacement of defective material.

ARTICLE 3

SPECIFICATIONS

These specifications are based upon design and performance criteria which have been developed by the San Juan College as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

2. SYSTEM DESCRIPTION

- 2.1 A complete inspection for the rigging system was performed March 22 & 23, 2004. No imminent dangers were reported; however several areas of concern were identified. Including, crossing wire, rope lines, rope lock pins, lack of sag bars in grid and improperly installed lines cutting through retaining sleeves on loft blocks (EXHIBIT A).
- 2.2 System Specifications:
 - System manufacturer: Secoa
 - Approximate age: 10 years
 - Single purchase counter-weight
 - T-track rail system
 - 34 line sets
 - Dual locking rails
 - 7 pick line battens
 - Grid mounted loft blocks
 - Polyfiber core hand line

3. INSTALLATION

- 3.1 Improvements to the theatrical rigging system shall provide safe, silent and flexible means to support, store and manipulate lighting, scenery, draperies and other stage effects.
- 3.2 Materials: All materials used in this project shall be new, unused and of the latest design. Re-furbished and obsolete materials are not allowed.
- 3.3 Miscellaneous rigging equipment and hardware as required for complete systems (EXHIBIT A).
- 3.4 The Bidder shall be responsible for storage of stage equipment, tools, and equipment during the period of installation.
- 3.5 All specified equipment shall be installed by fully trained superintendents and workmen. Equipment shall be installed in a workman like manner, per specifications. Equipment shall be aligned, adjusted, and trimmed for the most efficient operation, the greatest safety and for the best visual appearance.
- 3.6 Installation practices shall be in accordance with OSHA Safety and Health Standards and all local codes. ANY/ALL welding must be performed in full compliance with the latest edition of the Structural Welding Code (ANSI/AWS).

4. CLEAN UP

- 4.1 The bidder shall be responsible for clean up during repair services and prior to final acceptance, including but not limited to, removal of packing materials, wire rope lines, hardware, etc.

5. INSPECTION AND TESTING

- 5.1 Inspection: During the installation/repair work of equipment the bidder shall arrange for access as necessary for inspection of equipment by the College's representative.
- 5.2 Special Testing: If specifications, the College's Safety, Health and Security Director, laws, ordinances, or any public authority requires any work to be specially tested or approved, the bidder shall give the Safety, Health and Security Director timely notice of its readiness for inspection, and of dates of inspections to be made by other authorities.
- 5.3 Completion Testing: Upon completing the installation of all equipment specified under this section, the bidder shall notify the Safety, Health and Security Director, who will schedule an inspection. At the time of inspection, the bidder shall furnish sufficient workers to operate all equipment and to perform such adjustments and tests as may be required by the College's representative. Any equipment, which fails to meet with approval, shall be repaired or replaced with suitable equipment and the inspection shall be re-scheduled under the same conditions as previously specified. At the time of these inspections, no other work shall be performed in the performance hall and stage areas. San Juan College will coordinate performances around the timeline of work performed by bidder. All temporary bracing, scaffolding, etc. shall be removed to permit full operation of, and access to, all equipment. Final approval will be withheld until all systems have been thoroughly tested and found to be in first class operating condition in every particular.

6. WARRANTY

- 6.1 The bidder shall provide a three (3) year written guarantee against defects in materials or workmanship starting from the date of acceptance of equipment by the College's representative. The guarantee shall not cover damage due to normal wear and tear, acts of God, neglect, or improper use of equipment. Any required maintenance or replacement shall be provided by the bidder within thirty (30) days of notification by the College except for safety related items, which shall be corrected within forty-eight (48) hours of notification. Subsequent to the expiration of the guarantee period the bidder agrees to furnish repair and maintenance service, at the College's expense, within thirty (30) days of request for such services.

7. AWARD

- 7.1 Award of this bid shall be to the lowest responsible, responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid. Award will be made to a single bidder that meets the bid requirements.

8. TERM

- 8.1 The College anticipates the Fine Arts Center Performance Hall's availability for completion of this project during the following dates:
Spring Break – March 23 through April 2, 2005
Summer Break – June through July, 2005
- 8.2 If bidder can perform services during an alternate period to assist in reducing the expense of the project, bidders may submit an "EXCEPTION", reference section 10.
- 8.3 Project completion shall be no later than December 1, 2005.

9. SUBMITTALS

- 9.1 Theatrical Rigging Contractor Qualifications Submittal – Provide as part of Bid Documents.
- 9.2 A completely filled out Statement of Qualifications, Exhibit B, showing a minimum of five (5) years experience installing systems of similar size and scope of work specified in this section.
- 9.3 Evidence of an in-house fabrication and service department. Provide list names and certifications of field service technicians.
- 9.4 Evidence of full-time personnel (engineers and project managers) with experience on projects of similar size, scope, and construction schedule of the work in the section.
- 9.5 Identify and list the name, date of employment, qualifications and experience of the project manager and site supervisor to be assigned to this project.
- 9.6 Provide a statement summarizing any pending litigation involving any officer or principal of/or the bidding company, the nature of the litigation and what affect the litigation may carry as it relates to this work in the worst case scenario.
- 9.7 The Rigging Contractor shall possess a New Mexico license GB98 or GS29 "Installation of Theatrical Equipment Certification."
- 9.8 Any bidder failing to submit the Statement of Qualifications that demonstrates compliance with the requirements herein shall be deemed a non-responsive bidder and will have his bid rejected.

10. EXCEPTIONS TO SPECIFICATIONS

10.1 These specifications are based upon design and performance criteria which have been developed by the College as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

11. TERMINATION FOR CAUSE

11.1 If, through any cause, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this Bid or if Bidder violates any of the covenants, agreements, or stipulations of this Bid, the College may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, College shall have the right to immediately terminate the Agreement. The Bidder shall be entitled to receive just and equitable compensation for any delivered, received and accepted by the College.

11.2 Notwithstanding the above, the Bidder shall not be relieved reliability to the College for damages sustained by the College by virtue of any breach of the Agreement by Bidder, and the College may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the College from the Bidder is determined.

12. TERMINATION FOR CONVENIENCE

12.1 The College may terminate the Agreement at any time by giving at least thirty (30) days notice in writing to the Bidder. If the Agreement is terminated due to the fault of Bidder, Section 11, item 11.1 of this bid relative to termination shall apply and no compensation or reimbursement to Bidder shall be due. If terminated for any other reason, College will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with the Agreement.

13. INDEMNIFICATION

13.1 The CONTRACTOR agrees to defend, indemnify, and hold harmless the COLLEGE and its officers, agents, and employees from and against all suits, actions, or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any neglected act, error, or omission of the CONTRACTOR or its agents or employees. The CONTRACTOR is not required hereunder to defend the College, its officers, agents, or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on their negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in the Agreement.

14. MINIMUM LIABILITY INSURANCE REQUIREMENTS

14.1 The CONTRACTOR agrees to procure and maintain at its expense until final payment by the College for services covered by the Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under the Agreement, whether performed by it or its agents. Before commencing the work, the CONTRACTOR shall furnish to the COLLEGE, a certificate or certificates in form satisfactory to the COLLEGE, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the COLLEGE. Kinds and amounts of insurance required are as follows:

14.1.1 Workers' Compensation Insurance. Workers' Compensation coverage limits shall be those established by the Workers' Compensation Act of the State of New Mexico. Workers' Compensation shall provide a waiver of subrogation in favor of the COLLEGE.

14.1.2 Liability Insurance. Commercial general liability, automobile liability, and professional liability in an amount not less than \$1,000,000 or as required in Section 41-4-19 NMSA 1978 of the New Mexico Tort Claims Act as presently enacted or hereinafter amended. For both commercial general and automobile liability coverage's, the COLLEGE, shall be named as an additional insured.

14.1.3 Increased Limits. If, during the term of the Agreement, the COLLEGE requires the CONTRACTOR to increase the maximum limits of any insurance required herein, an appropriate adjustment in the CONTRACTOR'S compensation will be made.

15. ARBITRATION

- 15.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration pursuant to the Uniform Arbitration Act (Section 44-7-1 et seq. N.M.S.A. 1978). In the event of arbitration, each party shall appoint one arbitrator and the two arbitrators so chosen shall appoint a third arbitrator. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, the COLLEGE and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable as provided in the Uniform Arbitration Act.
- 15.2 Notice to the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 15.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16. DISCRIMINATION PROHIBITED

- 16.1 In performing the Services required hereunder, the CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.
- 16.2 The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, as amended 49CFR21 through appendix H and 23CFR710.405(B).

17. REFERENCES & STANDARDS

- 17.1 Work shall meet or exceed regulations and recognized standards established by the following:
- 17.2 American Gear Manufacturers' Association (AGMA)
- 17.3 American Institute of Steel Construction (AISC) including but not limited to:
Manual of Steel Construction

17. REFERENCES & STANDARDS (cont.)

- 17.4 American Iron and Steel Institute (AISI)
- 17.5 American Society of Mechanical Engineers (ASME) including but not limited to:
 - ASME B30.9
 - ASME B30.16
 - ASME B18.2.1
 - ASME B18.2.2
 - ASME B18.2.6
- 17.6 American Society for Testing and Materials (ASTM) including but not limited to:
 - A-36
 - A-47
 - A-48
 - A-120
 - F-1145
- 17.7 American Welding Society (AWS)
- 17.8 Entertainment Services and Technology Association (ESTA)
- 17.9 International Conference of Building Officials (ICBO) including but not limited to:
 - Uniform Building Code (UBC)
- 17.10 International Organization for Standardizations (ISO)
 - ISO R898
- 17.11 National Fire Protection Association (NFPA) including but not limited to:
 - National Electric Code (NEC)
 - NFPA 701, small and large scale
- 17.12 Occupational Safety and Health Administration (OSHA)
- 17.13 Underwriters Laboratories Inc. (UL) Standards for Safety
- 17.14 United States Institute of Theatre Technology (USITT)
- 17.15 Wire Rope Technical Board (WRTB)

BID: Rigging System Repair Services, Bid # 546 OPENING DATE: February 24, 2005 @ 2:00 PM

CATEGORY A1: IF THE TOTAL FOR THIS CATEGORY IS GREATER THAN \$20,000.00, PRICES SHALL INCLUDE WAGE RATE PRICE SCHEDULE.

REFERENCE PAGE 7, PARAGRAPH 1.4

ITEM	ORDER QTY	UOM	DESCRIPTION	MANUFACTURER & M/N	TOTAL COST
A1 (A)	1	LS	Rigging System Repair Services		
A1 (B)	1	LS	Tax (6.875%)		
TOTAL BID:					\$

CATEGORY A2: IF THE TOTAL FOR THIS CATEGORY IS LESS THAN \$20,000.00, PRICES SHALL NOT INCLUDE WAGE RATE PRICE SCHEDULE.

REFERENCE PAGE 7, PARAGRAPH 1.4

ITEM	ORDER QTY	UOM	DESCRIPTION	MANUFACTURER & M/N	TOTAL COST
A2 (A)	1	LS	Rigging System Repair Services		
A2 (B)	1	LS	Tax (6.875%)		
TOTAL BID:					\$

EXISTING PRICE AGREEMENT: The College reserves the right to allow other New Mexico City, County, or State Agencies to procure items listed above on this Bid during the term of this Price Agreement with the successful bidder. All items or services are estimated quantities and shall meet the same standards and specifications as specified in this bid.

ITEMS IN BID TO BE USED IN A CONSTRUCTION-RELATED REPAIR PROJECT

Please note: The item(s) listed above in this Bid will become an ingredient or component part of a construction-related repair project and subject to the gross receipts tax.

TAX IDENTIFICATION

San Juan College issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive a NTTC please contact Accounts Payable at 505-566-3254. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

Bidder certifies that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the College against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Bid Schedule.

New Mexico Gross Receipts Tax	_____ %	\$ _____
Compensating Tax.....	_____ %	\$ _____
Other.....	_____ %	\$ _____

TENTATIVE BOARD APPROVAL SCHEDULE

Tentative Board Approval Date is scheduled for March 2, 2005, a letter of award and copy of the Abstract will be sent to the participating vendors as soon as possible after Board of Education approval. This information will not be released over the telephone, but may be reviewed in person after authorization has been obtained through the College Purchasing & Design Office.

Rigging Inspection
Report

James Henderson
Fine Arts Center Performance Hall

San Juan College
4601 College blvd
Farmington, New Mexico 87401

Inspection Date:
March 22-23, 2004

Inspected By:
BlueLight Technical Theatre Services
Karl Stenske
949-387-0870/949-387-0383fax
PO Box 53821 Irvine, CA 92619-3821
www.bluelightconsultants.com
karl@bluelightconsultants.com

Exhibit A

System Summary-

I have found the rigging system in the James Henderson Fine Arts Center Performance Hall to be in good condition. Though no imminent dangers were found, there were several concerns that require immediate attention. Including, crossing wire rope lines, rope lock pins, lack of sag bars in grid and improperly installed lines cutting through retaining sleeves on loft blocks.

In addition I have a few basic notes to address pertaining to the system in its entirety.

- 1- nearly all hand lines have black paint.
 - a. This is of concern due to the possibility of chemicals from the paint affecting the integrity of the rope. I would recommend continual inspection of these points looking specifically for any sign of elongation, stretching, or inconsistent feel to the line. If anything feels questionable replace it immediately. Replacement of all hand lines would be the most prudent action in regards for safety. Note replacement of hand line 34 is not an option.

- 2- nearly all wire ropes have black paint
 - a. This will not affect the wire rope; however it may cause adverse damage to the sheaves over time. During inspections inspect sheaves closely for irregular wear due to paint

- 3- inconsistent batten diameters
 - a. some of your battens are 2 inches in diameter, which is standard and some are 1 $\frac{3}{4}$ inches in diameter.
 - b. the 1 $\frac{3}{4}$ diameter battens can not hold the load of the 2 inch battens

- 4- batten end termination points
 - a. nicopress/wire rope or termination sleeves
 - i. several are dead or cut ends are at or below the shoulder of the termination sleeve.
 - ii. this makes inspections for damage or slipping more difficult
 - iii. pay extra attention during inspections
 - b. quick links
 - i. quick link connections are all only hand tight
 - ii. quick links are not rated
 - iii. tighten all with wrench (do not over torque) or better to replace all points with Crosby brand rated shackles

- 5- arbor end termination points
 - a. **all wire rope clips appear to be tightened to less than the recommended 15 foot pounds**
 - b. tighten and check for torque, do not over torque

Exhibit A

- 6- spike tape on hand lines
 - a. be sure to remove spike tape when spike is no longer needed.
 - i. this will increase rope life
 - ii. it is also a safety practice to keep tape from binding in rope lock or sheaves
- 7- clean tension block sheaves
 - a. many of your tension blocks have accumulated spike tape
 - i. remove all spike tape and clean sheave with rubbing alcohol to remove tape glue and keep free of dirt
- 8- wire ropes
 - a. nearly all of your wire rope lines shimmer
 - i. this is a sign of lines running across another metal object
 - 1. this is prevalent throughout your grid.
 - 2. many lines are crossing each other
 - 3. many lines are dragging on grid
 - 4. many lines are catching or running across loft blocks
 - 5. this will severely shorten the life of your wire ropes
 - ii. **install sag lines immediately**
 - iii. **clear any crossing lines immediately**
- 9- **Future Inspections-**
 - a. **Inspect with trained house technicians annually**
 - b. **Inspect concerned areas every 3-6 months**
 - c. **Inspect by outside inspector every 3-5 years (under current system condition I recommend you have a follow up private inspection in 2-3 years as certain system components have been subject to life shortening abuse)**

Inspection Report Key-

Bold Typing-	requires immediate attention
Hand brake -	synonymous with rope lock
Pick point-	point of cable attachment to batten
	numbered from rail (stage left to stage right)
Loft blocks-	numbered from head block (stage left to stage right)
Lines-	number as coming off arbor left front being 1 to back right being 7
	NOTE number does not necessarily correspond with pick point number

Exhibit A

System Specifications-

Approximate 10 year age
Single purchase counter-weight
T- track rail system
Stage Left rail
34 line sets
Dual locking rails
7 pick line battens
Grid mounted loft blocks
Polyfiber core hand line
Belaying Pin rail in second fly deck
Secoa brand system

Stage level Locking Rail-

-properly secure
-solid
-all hardware, proper grade and accounted for

Crash Bar-

- secured properly
- solid
- all hardware, proper grade and accounted for

T-rail guide system-

- secured properly
- solid
- all hardware, proper grade and accounted for

Fly Deck Locking Rail-

- secured properly
- solid
- number line sets to match stage level rail
- do not stack weights on deck more than two high, possibility of being knocked off deck on falling
- confirm maximum load capacity of decking to ensure not overloading with stage weights

Exhibit A

Belaying Pin Rail-

- noticeable amount of flex in rail when force is applied
- reinforcement of rail is minimal
- use extreme caution when tying off to rail
- multiple points or extremely heavy load may cause rail to bend or fail which could cause catastrophic results

Loading Dock-

- do not stack weights higher than kick rail, possibility of being knocked off dock and falling
- confirm maximum load capacity of decking to ensure not overloading with stage weights
- number line sets to match stage level rail

Electrical Drop Counter-Weight systems-

- counter-weight line crossing electrical line, wire rope could cut into electrical line causing risk of electrical shock
- wire rope clips are improperly installed
- inadequate turn back for wire rope clips and termination
- rebar holding cable slack points to grid need to be replaced. Rebar is not rated to hold the possibility of shock load. Straps used to attach to grid are also inadequate and needs be more secure. All possibility of unintended movement of mounting point needs to be eliminated. (see photo 1)
- counter-weights are being caught on scenery and rigging
- re-design so that counter weights are in are that they can move without obstruction

Line 1/Fire Curtain-

- top spread plate back thumb screw loose
- top spreader plate front thumb screw missing
- re- tension hand line and tension block
- curtain falls within required time limit of 15 seconds
- curtain seals well at floor level
- fire release lines crossing with sheaves and other lines on proscenium wall (see photo 2)
- occasionally inspect fire curtain lines and free them from any crossing or catch points
- stage left release line twisted at heat fuse link causing extra pressure, could cause fuse to release, untwist (see photo 3)
- paint on hand line, give extra attention and regular inspections to hand line at this point
- paint on wire rope

Exhibit A

Line 2-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- tension block is pulling to one side causing hand line to rub on sheave, straighten tension block
- pick point 3, eyelet attachment to quick link is bent sign of possible shock load or improper installation- (see photo 24) – suggest replacing line
- pick point 4, dead end of pick line at batten below the shoulder of termination sleeve
- loft block 4 wire rope running over retaining sleeve cutting into sleeve (see photo 4)

Line 3-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- **pin at base of handle on hand brake assembly is working loose, tap back into place, loosen hand brake tension and inspect frequently**
- tension block is pulling to one side causing hand line to rub on sheave, straighten tension block
- pick point 1, dead end of pick line at batten below shoulder of termination sleeve, sign of shock load
- pick point 2, dead end of pick line at batten below shoulder of termination sleeve, sign of shock load
- pick point 3, dead end of pick line at batten below shoulder of termination sleeve, sign of shock load
- pick points 5 and 6 show possible signs of shock loading, elongated thimbles
- history of previous accident on line set appears wire rope was not replaced after incident
- **SUGGEST REPLACEMENT OF ALL WIRE ROPE LINES**

Exhibit A

Line 4-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re- tension hand line and tension block
- head block bolts not against I-beam in direction of resultant force

Line 5-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- batten extremely bowed due to weight of shell- suggest replacing batten with 2 inch schedule 40 pipe and building a gusset batten as found on line 3, Main Curtain, batten
- paint on wire rope

Line 6-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- **pin at base of handle on hand brake assembly is working loose, tap back into place, loosen hand brake tension and inspect frequently**
- front arbor rod is slightly bent, no need to replace rod at this time
- paint on wire rope

Line 7-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension handbrake on both rails

Exhibit A

line 7 continued

- re-tension hand line and tension block
- slight damage to sheave on tension block, appears like stage weight was under block and sheave drug across the weight- no need to replace sheave
- paint on wire rope
- **lines 3 and 4 crossing coming out of head block to loft blocks, un-cross and re-inspect wire rope, immediately**
- **loft block 7, line running over retaining sleeve, cutting into bolt, replace sleeve and bolt and re- inspect line for damage (see photo 5 and 6)**

Line 8-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- front arbor rod slightly bent, no need to replace at this time

Line 9-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails

Line 10-

- spreader plates improperly placed/ taped to top plate
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re-tension hand line and tension block
- pick line 3 at fleet angle, adjust to plumb
- loft block 5, random wire attached to retaining sleeve, remove to prevent interference with sheave

Line 11-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped

Exhibit A

line 11 continued

- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- tension block is pulling to one side causing hand line to rub on sheave, straighten tension block
- re-tension hand line
- pick point 2, dead end at batten is below shoulder of termination sleeve
- pick point 3, dead end at batten is below shoulder of termination sleeve
- pick point 3, eyelet at batten attachment is bent, sign of shock load or improper installation
- pick point 5, dead end at batten is below shoulder of termination sleeve
- pick point 6, dead end at batten is below shoulder of termination point
- pick point 6, thimble at batten attachment is elongated, signs of shock load
- pick point 7, stray cable attached approx 5 feet above batten, remove, could cause interference with loft blocks

Line 12-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re-tension hand line and tension block
- pick point 4, dead end at batten is below shoulder of termination sleeve
- batten extremely bowed due to weight of shell- suggest replacing batten with 2 inch schedule 40 pipe and building a gusset batten as found on line 3, Main Curtain, batten

Line 13-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- rust inside of hand brake, inspect hand brake frequently for cracks or rust getting on rope (see photo 7)
- pick point 3, dead end at batten is below shoulder of termination sleeve
- paint on wire rope

Exhibit A

Line 14-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pick point 1, dead end at batten is below shoulder of termination sleeve
- pick point 7, rope attached to line approx. 2 feet above batten, remove to avoid interference with loft block
- paint on wire rope
- **lines 4 and 5 crossing coming off head block to loft blocks- un-cross and re-inspect wire rope, immediately (see photo 17)**

Line 15-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re- tension hand line and tension block
- pick point 2, bad crimp on termination sleeve, no bottom shoulder, inspect regularly (see photo 8)
- pick point 3, bad crimp on termination sleeve, no shoulder, inspect regularly (see photo 9)
- kink in rope due to tight hand brake (see photo 10 and 11)
- paint on wire rope
- **lines 1 and 2 crossing coming off head block to loft blocks- un-cross and re-inspect wire rope, immediately (see photo 18)**

Line 16-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- paint on wire rope

Exhibit A

Line 17-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re-tension hand line and tension block
- pick point 1, dead end at batten is below shoulder of termination sleeve
- pick point 4, dead end at batten is below shoulder of termination sleeve
- pick point 6, dead end at batten is below shoulder of termination sleeve
- paint on wire rope

Line 18-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re-tension hand line and tension block
- pick point 1, dead end at batten is below shoulder of termination sleeve

Line 19-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pick point 3, dead end at batten is below shoulder of termination sleeve
- paint on wire rope

Line 20-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are lose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- **pin at base of handle on hand brake assembly is working loose, tap back in place, loosen hand brake tension and inspect frequently**

Exhibit A

line 20 continued

- pick point 3, dead end at batten is below shoulder of termination sleeve
- pick point 4, dead end at batten is below shoulder of termination sleeve
- pick line 1 at fleet angle, adjust to plumb
- batten extremely bowed due to weight of shell- suggest replacing batten with 2 inch schedule 40 pipe and building a gusset batten as found on line 3, Main Curtain, batten
- paint on wire rope

Line 21-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- 8 feet below arbor on hand line, slight fraying on rope jacket
- pick point 3, dead end at batten is below shoulder of termination sleeve
- pick point 4, frayed cable on dead below termination sleeve- suggest replacing line (see photo 12)
- pick point 5, dead end at batten is below shoulder of termination sleeve
- slight bend in front arbor rod
- pick line 4 at fleet angle, adjust to plumb
- paint on wire rope

Line 22-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pick point 1, dead end at batten is below shoulder of termination sleeve
- pick point 7, dead end at batten is below shoulder of termination sleeve
- paint on wire rope

Line 23-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench

Exhibit A

line 23 continued

- re-tension hand brake on both rails
- pick point 6, bad crimp on termination sleeve, no top shoulder, inspect regularly
- re-tension hand line and tension block
- adjust lower track guides on arbor to run closer to t-track, do not allow guides to drag on track, just enough to prevent current sway
- paint on wire rope

Line 24-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pin at base of handle on hand brake assembly is working loose, tap back into place, loosen hand brake tension and inspect frequently
- slight fraying on hand line when batten is at approx 15' above stage level
- paint on wire rope
- **lines 1 and 2 crossing coming off head block to loft blocks- un-cross and re-inspect wire rope, immediately (see photo 19)**

Line 25-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pick point 4, dead end at batten is below shoulder of termination sleeve
- pick point 5, dead end at batten is below shoulder of termination sleeve
- paint on wire rope

Line 26-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pick line 1 at fleet angle, adjust to plumb
- pick line 2 at fleet angle, adjust to plumb

Exhibit A

line 26 continued

- pick line 3 at fleet angle, adjust to plumb
- pick line 7 at fleet angle, adjust to plumb
- batten extremely bowed due to weight of shell- suggest replacing batten with 2 inch schedule 40 pipe and building a gusset batten as found on line 3, Main Curtain, batten
- paint on wire rope
- head block bolts not against I-beam in direction of resultant force

Line 27-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re-tension hand line and tension block
- pick line 2 fleet angle, adjust to plumb
- paint on wire rope
- head block bolts not against I-beam in direction of resultant force

Line 28-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- front arbor rod slightly bent
- stage left side of batten bows upstage
- pick point 4, bad crimp on termination sleeve, no shoulder, inspect regularly
- **lines 4 and 5 coming off head block to loft blocks are crossing- un-cross and re-inspect wire rope, immediately (see photo 20)**
- head block bolts not against I-beam in direction of resultant force
- **loft block 4, line runs over outside of retaining sleeve, replace bolt and sleeve and re-inspect cable for damage (see photo 16)**

Line 29-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing

Exhibit A

line 29 continued

- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- re-tension hand line and tension block
- pick point 4, quick link open, - I re-finger tightened for safety, follow through with wrench tightening (see photo 13)
- paint on wire rope
- **lines 2, 3 and 4 crossing coming off head block to loft blocks- un-cross and re-inspect wire rope, immediately (see photo 21)**

Line 30-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pin at base of handle on hand brake assembly is working loose, tap back into place, loosen hand brake tension and inspect frequently
- pick line 7 at fleet angle adjust line to plumb
- paint on wire rope
- **lines 5 and 6 crossing coming off head block to loft blocks- un-cross and re-inspect wire rope, immediately (see photo 22)**

Line 31-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- pick point 7, dead end at batten is below shoulder of termination sleeve
- considerable outer jacket damage to hand line (can be seen below second locking rail when arbor is all the way out) inspect frequently for ulceration
- paint on wire rope

Line 32-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench

Exhibit A

line 32 continued

- re-tension hand brake on both rails
- pick point 1, dead end at batten is below shoulder of termination sleeve
- pick point 4, dead end at batten is below shoulder of termination sleeve
- pick line 5 at fleet angle, adjust to plumb

Line 33-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- tension block is pulling to one side causing hand line to rub on sheave, straighten tension block
- paint on wire rope

Line 34-

- spreader plates improperly placed
- hand line knot on bottom of arbor needs to be shortened and taped
- top spreader plate thumb screws are loose or missing
- quick link attachments to batten are all finger tight, need to be tightened with wrench
- re-tension hand brake on both rails
- paint on hand line with apparent attempt to clean paint with unknown substance, may have jeopardized integrity of hand line
- **suggest replacing hand line**
- paint on wire rope
- **lines 6 and 7 crossing coming off head block to loft blocks- un-cross and re-inspect wire rope, immediately (see photo 23 and 24)**
- head block bolts not against I-beam in direction of resultant force

Grid-

- **many lines are crossing, see line sets 7,14,15,23,28,29,30,34 immediate attention is required**
- **lines are dragging on loft blocks and grid (see photo 14 and 15) - install sag bars- immediate attention is required. (see photo 25)**

Exhibit B
SAN JUAN COLLEGE, NEW MEXICO
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and License Number.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name.
6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____
15. Give bank reference: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
17. The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this statement of Bidder's Qualifications.

DATED at _____ being duly sworn deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20 ____.

Notary Public

My commission expires:
