City of Santa Fe, New Mexico

"REQUEST FOR BID"
On Call Roadway & Trails Construction Services

BID # '16/18/B

BID DUE: December 7, 2015 at 2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD - BUILDING "H"
SANTA FE, NEW MEXICO 87505

I, John J. Romero, Registered Professional Engineer No. 16679, hereby certify that this manual was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

John J. Romero **PE 16679**

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CITY OF SANTA FE, NEW MEXICO

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A. BIDDING DOCUMENTS

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A.1. ADVERTISEMENT FOR BIDS
BID NO. '16/18/B

A.1. ADVERTISEMENT FOR BIDS
BID NO. '16/18/B

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, December 07, 2015 . Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

ATTEST:

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: November 18, 2015
To be published on: November 23, 2015

Received by the Albuquerque Journal on: November 18, 2015
To be published on: November 23, 2015

The purpose of this Request for Bid (RFB) is to procure construction services for On Call Roadway & Trails Construction Services in accordance with contract documents supplied by the City of Santa Fe, Public Works Department.

Contract documents may be reviewed at the Engineering Division of the City and at the following plan rooms:

Builders News & Plan Room
3435 Princeton Dr. NE
Albuquerque, NM 87107
http://buildersplanroom.com.lobo.com/
Email: buildersnews@live.com

Construction Reporter
1609 2nd Street, NW
Albuquerque, NM 87102-1446
Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans
http://dodge.construction.com/plans/
Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room
coloradoplanroom@isqft.com

Construction Market Data CMD
333 E. Butterfield Rd. Ste 600
Lombard, IL 60148
http://www.cmdgroup.com/
Email: sdeperalta@reedbusiness.com

OBTAINING CONTRACT DOCUMENTS: Plan drawings, specifications and contract documents may be obtained at the following address:

City of Santa Fe
Roadway & Trails Engineering Division
City of Santa Fe Market Station Offices
500 Market Street, Suite 200
Santa Fe, New Mexico 87501

Each bidder must conform to the conditions specified in the section entitled "Information to Bidders".

BID GUARANTEE: Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five percent (5%) of the amount of the bid payable to the City of Santa Fe as a guarantee that if the bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within ten (10) days after the award of the Contract.

The bid shall also include a signed “Certificate of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-Segregated Facilities”, a signed "Non-Collusion Affidavit of Prime Bidder",

"Subcontractor Listing", and "Acknowledgement for Receipt of Addenda". The successful bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess an applicable license to perform the work under this contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful bidder entering into the construction contract.

Bids will be held for sixty (60) days subject to action by the City.

OWNERS RIGHTS RESERVED: The City of Santa Fe, herein called the City, reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the best interest of the City.

PRE-BID CONFERENCE: A pre-bid conference will not held.

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the **On Call Roadway & Trails Construction Services**, in accordance with the drawings, specifications, and other contract documents.

The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) A Wage Rate Decision No. will be supplied by the project manager **for each assigned task** that exceeds sixty thousand dollars ($60,000).

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

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A.2. BID SCHEDULE
BID # '16/18/B

1.	ADVERTISEMENT	November 23, 2015
2.	ISSUANCE OF BID's	November 23, 2015
3.	RECEIPT OF BID:	December 07, 2015 at 2:00 P.M., local prevailing time. Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505, (505) 955-5711
4.	RECOMMENDATION OF AWARD TO PUBLIC WORKS COMMITTEE:	January 11, 2016
5.	RECOMMENDATION OF AWARD TO FINANCE COMMITTEE:	January 19, 2016
6.	RECOMMENDATION OF AWARD TO CITY COUNCIL:	January 27, 2016
8.	NOTICE TO PROCEED:	February 8, 2016

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

A.3. INFORMATION TO BIDDERS

Bids are requested by City of Santa Fe for **On Call Roadway & Trails Construction Services** in accordance with contract documents supplied by the City of Santa Fe, Public Works Department.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for various On Call Construction Services.

2. SPECIFICATIONS AND CONTRACT DOCUMENTS

   a. SPECIFICATIONS: The construction of this project will be in accordance with the NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2014 Edition (NMDOT SSHBC).

   b. PLANS AND CONTRACT DOCUMENT DEPOSIT: No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Upon application by a prospective bidder, one set of plan drawings, specifications, and contract documents will be provided upon the condition that all such documents will be returned to the City of Santa Fe Roadway & Trails Engineering Division complete and in good condition within ten (10) business days after the date of bid opening. An additional four (4) sets of bidding documents will be furnished to the successful bidder at no additional charge. Any additional sets requested will be issued to the successful bidder by the Engineer at the cost of reproduction.

3. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his/her bid, each bidder must (a) examine the bidding documents thoroughly, (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

5. THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING: Everything that is bound herein, project plans and any standard specifications referenced herein.

6. INTERPRETATIONS:

7. BID SECURITY: Bid security in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check made payable to the City or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the City. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, whereupon it will be returned. If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening, or sooner.

8. CONTRACT TIME: The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS:
   a) The Contractor, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.

   b) Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division). A contractor or subcontractor that submits a bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over $50,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over fifty thousand dollars ($50,000). It is

the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

c) Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.

d) The Contractor shall list all subcontractor names, addresses, and type of work to be performed.

e) The threshold amount for this project is $5,000. The General contractor must list all subcontractors who will perform work in excess of this threshold. Only one sub-contractor may be listed for each category as defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.

f) EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement, or repair of streets or highways which covers street lighting and traffic signals.

g) The bidder shall list the subcontractor or material suppliers he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. If awarded the contract, the Bidder shall use the firm listed, or himself/herself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Owner of any reason as outlined herein.

h) For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:

h.1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;

h.2. The subcontractor fails or refuses to perform;

h.3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;

h.4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;

h.5. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or

h.6. The subcontractor fails or refuses to meet bond requirements of the contractor.

h.7. Prior to approval of the contractor's request for substitution, the City shall give notice to the listed subcontractor by certified mail. The subcontractor shall have five working days to submit written objections to the City. Failure to respond shall constitute subcontractor's consent to the substitution. If written objections are received, the City shall give five working days' notice of a hearing.

h.8. No other substitution of subcontractors may be permitted by the contractor, other than for requested change orders in the scope of the work or unless the contractor can show that no bids were received.

h.9. It shall be the responsibility of the subcontractor to be prepared to submit performance or payment bonds if requested by the contractor. If the subcontractor does not furnish such requested bonding, the contractor may substitute another subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the contractor's written or published request for subcontract bids.)

h.10. If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.

h.11. If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the bid opening. The subcontractor shall have six working days from the bid opening to submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.

h.12. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

h.13. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed

subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.

h.14. If a hearing is held, the dispute shall be stated in writing and the City shall evaluate the issues of both sides and render a determination within 10 days of the hearing and provide the parties with a written copy of the decision by certified mail. The City may also refer the matter to arbitration.

h.15. A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:

h.16. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;

h.17. The subcontractor fails or refuses to perform;

h.18. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;

h.19. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;

h.20. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or

h.21. The subcontractor fails or refuses to meet bond requirements of the contractor.

h.22. Prior to approval of the contractor's request for substitution, the City shall give notice to the listed subcontractor by certified mail. The subcontractor shall have five working days to submit written objections to the City. Failure to respond shall constitute subcontractor's consent to the substitution. If written objections are received, the City shall give five working days' notice of a hearing.

h.23. No other substitution of subcontractors may be permitted by the contractor, other than for requested change orders in the scope of the work or unless the contractor can show that no bids were received.

h.24. It shall be the responsibility of the subcontractor to be prepared to submit performance or payment bonds if requested by the contractor. If the subcontractor does not furnish such requested bonding, the contractor may substitute another subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the contractor's written or published request for subcontract bids.)

h.25. If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.

h.26. If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the

bid opening. The subcontractor shall have six working days from the bid opening to submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.

h.27. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

h.28. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.

h.29. If a hearing is held, the dispute shall be stated in writing and the City shall evaluate the issues of both sides and render a determination within 10 days of the hearing and provide the parties with a written copy of the decision by certified mail. The City may also refer the matter to arbitration.

i) QUALIFICATION OF BIDS: All bidders must have a valid New Mexico Contractor's License appropriate to the work herein specified.

j) SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. The bid submittal shall not be detached from the bound set of bidding documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Purchasing Office
2651 Siringo Road, Bldg H
Santa Fe, New Mexico 87505

1. **RECEIPT AND OPENING OF BIDS**

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **2:00 P.M. local prevailing time, December 07, 2015.** At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Two bids shall be submitted in a sealed envelope, addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: **'16/12/B**
Title of the bid: **On Call Roadway & Trails Construction Services**

Name and address of the bidder:_____.

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **PREPARATION OF BID**

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Robert Rodarte, Purchasing Officer.

3. **BID SECURITY**

None required.

4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

Liquidated damages are applicable to this bid.

5. **ADDENDA AND INTERPRETATIONS**

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to multiple vendors who meet or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

If a bid item has been discontinued substitutions may be made only with the approval of the Purchasing Officer, Robert Rodarte.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential, however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

10. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal". Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax-exempt certificate will be issued upon written request to the Purchasing Office.

12. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 28-1.12, passed by the Santa Fe City Council on March 1, 2015 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT and LOCAL PREFERENCE**

INTENT and POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN STATE AND OUT OF STATE BIDDERS

With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers, and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers, and contractors (13-1-21 (A) –1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address, or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal, a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

Local business.
Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the

local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) _____

A.4. SPECIAL CONDITIONS

1. **GENERAL**
When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. **INVOICING**
   (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

   (B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**
Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

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CITY OF SANTA FE

A.5. BID FORM
BID # '16/12/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (_____) All specifications, terms and conditions are met.
b. (_____) Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for **minimum of two year** unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

_____

_____

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

_____ Calendar/Working days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

_____
Firm

_____
Address

_____
Authorized Signature

_____
Print Name

_____
Position

_____ _____
Phone Number Fax Number

_____
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

A.6. INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer.** If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**

2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.

3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**

4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.

5. **Definition:** The following definition applies to this preference.

   A local business is an entity with its Principal office and place of business located in Santa Fe County.
   A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

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A.7. LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License #_____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by_____ this____, day of _____

My commission expires_____ _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

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A.8. RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS_____DAY OF _____, 2015.

_____

NOTARY PUBLIC

My Commission Expires:

_____

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A.9. BID SUBMITTAL

NAME _____

ADDRESS _____

To the City of Santa Fe, State of New Mexico, and Owner:

The undersigned proposes to furnish and deliver all the material and labor, and to do all the work required in the construction of the **On Call Roadway & Trails Construction Services RFB#'16/12/B**, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

Substantial completion of the work shall mean complete and ready for acceptance and use of all work related to the trail improvements described in the contract documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or

employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans Specifications and Contract for two years after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ _____dollars $_____ drawn to the order of the City of Santa Fe.

_____
Signature-Title

(Corporate Seal)

_____
Corporate Name

_____
Address

(Names of individual members of firms or names and titles of all officers of Corporation.)

_____

_____

_____

Corporation organized under the laws of the State of

_____

_____
N.M. Contractor's License No. & Type

NM Dept. of Workforce Solutions, Public Works Bureau
Labor Enforcement Fund Registration Number:_____

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau Enforcement Labor Fund Registration Number, on work over $50,000 must be listed on Subcontractor listing.]

A.10. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM:_____

_____
hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: On Call Roadway & Trails Construction Services

Bid No. '16/12/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

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Base Bid Item No.	Item Description	Units	Apprx. Quantity
201000	Clearing & Grubbing	ALLOWANCE	$20,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
1	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
203000	Unclassified Excavation	CY	300
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
2	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
203100	Borrow	CY	300
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
3	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
203200	Subexcavation	CY	300
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
4	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
203205	Subexcavation and Recompaction	CY	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
5	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
207000	Subgrade Preparation (1-500SY/IN)	SY/IN	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
6	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
207000A	Subgrade Preparation (501- 1,500 SY/IN)	SY/IN	1,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
7	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
207000B	Subgrade Preparation (1,501 + SY/IN)	SY/IN	3,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
8	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
208000	Linear Grading	MILE	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
9	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
209000	Blading & Reshaping	MILE	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
10	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
210000	Excav. & Backfill for Major Structures	CY	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
11	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
210005	Temporary Retaining Wall/Shoring	SF	150
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
12	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
302000	Proc. Placing & Compct. Ext Pvmt.	SY/IN	2,410
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
13	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
303015	Base Course (1 - 500 SY/IN)	SY/IN	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
14	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
303015A	Base Course (501 - 1,500 SY/IN)	SY/IN	1,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
15	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
303015B	Base Course (1,501 + SY/IN)	SY/IN	3,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
16	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
403600	Open Graded Friction Course Complete (5/8")	SY/IN	2,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
17	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
407000	Asphalt Matl. For Tack Coat	TON	15
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
18	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
407001A	Fog Seal for Roadway	TON	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
19	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
407001B	Fog Seal for Trails	TON	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
20	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
408100	Prime Coat Material	TON	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
21	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
411000	Hot Poured Crack Sealing	LB	30,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
22	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
411100	Polymer Binder/Aggregate Blend Crack Repair (1"- 6" Wide Cracks)	LB	20,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
23	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
414000	Cold Milling (Asphalt) (1- 10,000SY/IN)	SY/IN	10,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
24	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
414000A	Cold Milling (Asphalt) (10,001-50,000 SY/IN)	SY/IN	50,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
25	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	SY/IN	75,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
26	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
416000	Minor Pavement	SY/IN	2,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
27	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
417000	Miscellaneous Paving	SY/IN	2,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
28	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
417100	Asphalt Curb (6" Width)	LF	2,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
29	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
423250	HMA- SP-III Complete (1 - 10,000 SY/IN)	SY/IN	10,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
30	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
423250A	HMA-SP-III Complete (10,001 - 50,000 SY/IN)	SY/IN	50,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
31	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
423250B	HMA- SP-III Complete (50,001 + SY/IN)	SY/IN	75,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
32	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
423283	HMA- SP-IV Complete - 6422 Oil (1 - 10,000 SY/IN)	SY/IN	10,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
33	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
423283A	HMA- SP-IV Complete - 6422 Oil (10,001 - 50,000 SY/IN)	SY/IN	50,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
34	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
423283B	HMA- SP-IV Complete - 6422 Oil (50,001 + SY/IN)	SY/IN	75,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
35	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
451060	Concrete Pvmt. Complete - Replace In-Kind Dowelled & Wire Mesh	SY/IN	1,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
36	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
511000	Structural Concrete, Class A	CY	50
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
37	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
511500	Concrete Patch Work (1/4" to 1/2" Thick)	SF	1,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
38	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
511501	Stucco (Color Determined per Project)	SF	1,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
39	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
515000	Reinforced Concrete for Minor Structures	CY	50
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
40	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
516000	Flowable Fill	CY	50
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
41	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
531001*	Permanent Anti-Graffiti Protective Coat	SF	2,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
42	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
540060	Reinforce Bars Grade 60	LB	15,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
43	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
543002*	Metal Railing, Type D	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
44	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570012	12" Culvert Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
45	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570018	18" Culvert Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
46	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570024	24" Culvert Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
47	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570025	24" Culvert Pipe End Section	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
48	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
570030	30" Culvert Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
49	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570031	30" Culvert Pipe End Section	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
50	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570036	36" Culvert Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
51	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570037	36" Culvert Pipe End Section	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
52	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570048	48" Culvert Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
53	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570049	48" Culvert Pipe End Section	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
54	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
570425	18" Storm Drain Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
55	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570429	18" Storm Drain End Section	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
56	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570437	24" Storm Drain Pipe	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
57	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
570441	24" Storm Drain End Section	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
58	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
571000	3/8" Diamond Plate	SF	50
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
59	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
601000	Removal of Structures And Obstructions	LS	$20,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
60	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
601110	Removal of Surfacing	SY/IN	5,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
61	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
602000	Riprap Class A	CY	75
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
62	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
602010	Riprap Class B	CY	75
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
63	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
602030	Riprap Class D	CY	75
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
64	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
602200	Riprap Class G	CY	75
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
65	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
602200	Gabions	CY	350
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
66	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
603200	Silt Fence	LF	1,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
67	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
603220	Check Dam Type I	LF	60
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
68	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
603250	Drop Inlet Protection Type 1	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
69	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
603251	Drop Inlet Protection Type 2	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
70	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
603261	Mulch Socks	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
71	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
603280	SWPPP Plan Preparation & Maintenance	LS	$15,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
72	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
606000	Metal Barrier W-Beam	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
73	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
606010	Metal Barrier Thrie Beam	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
74	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
606050	Metal Barrier End Treatment (Anchorage)	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
75	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
606051	End Treatment TL-3 End Terminal	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
76	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
606052	End Treatment TL-2 End Terminal	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
77	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
606054	End Treatment Thrie-Beam End Anchorage	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
78	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
606499	Post and Cable Barrier	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
79	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
607004	Barbed Wire Fence 4'	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
80	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
607005	Barbless Wire Fence 4'	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
81	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
607026	Chain Link Fence 6'	LF	200
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
82	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
607079	Pedestrian/Bicycle Railing	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
83	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
607455	Chain Link Gate 8'S x 8'R	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
84	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
608004*	Concrete Sidewalk 4" (1 - 100 SY)	SY	100
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
85	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
608004A*	Concrete Sidewalk 4" (101 - 500SY)	SY	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
86	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
608004B*	Concrete Sidewalk 4" (501 + SY)	SY	3,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
87	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
608106*	Drive Pad 6"	SY	2,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
88	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
608204*	Concrete Median Pavement 4"	SY	1,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
89	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
608300	Detectable Warning Plastic (ADA Ramp)	SF	1,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
90	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
608404*	Concrete Med Pvmt 4" (Colored & Patterned)	SY	1,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
91	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609200*	Header Curb	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
92	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609202*	12" - 18" Tall Cut-off Wall	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
93	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609204*	Concrete Fillets (Valley Gutter Exclusive)	SY	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
94	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609318*	Concrete Mountable Curb & Gutter 6" x 18" (1 - 25 LF)	LF	25
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
95	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609318A*	Concrete Mountable Curb & Gutter 6" x 18" (26 - 250 LF)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
96	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
609318B*	Concrete Mountable Curb & Gutter 6" x 18" (251+ LF)	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
97	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609324*	Concrete Mountable Curb & Gutter 6" x 24" (1-30 LF)	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
98	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609324A*	Concrete Mountable Curb & Gutter 6" x 24" (31 - 250 LF)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
99	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609324B*	Concrete Mountable Curb & Gutter 6" x 24" (251+ LF)	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
100	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609418*	Concrete Barrier Curb & Gutter 6" x 18" (1-25 LF)	LF	25
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
101	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609418A*	Concrete Barrier Curb & Gutter 6" x 18" (26 - 250 LF)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
102	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
609418B*	Concrete Barrier Curb & Gutter 6" x 18" (251 + LF)	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
103	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609424*	Concrete Barrier Curb & Gutter 6" x 24" (1-30 LF)	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
104	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609424A*	Concrete Barrier Curb & Gutter 6" x 24" (31-250 LF)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
105	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609424B*	Concrete Barrier Curb & Gutter 6" x 24" (251+ LF)	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
106	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609430*	Concrete Barrier Curb & Gutter 6" x 30" (1-30 LF)	LF	30
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
107	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609430A*	Concrete Barrier Curb & Gutter 6" x 30" (31-250 LF)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
108	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
609430B*	Concrete Barrier Curb & Gutter 6" x 30" (251+ LF)	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
109	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609600*	Concrete Valley Gutter & Fillet (6" x Variable Width)	SY	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
110	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609706*	Concrete Laydown Curb & Gutter 6" x 24" (1 - 25 LF)	LF	25
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
111	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609706A*	Concrete Laydown Curb & Gutter 6" x 24" (26 - 250 LF)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
112	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
609706A*	Concrete Laydown Curb & Gutter 6" x 24" (251 + LF)	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
113	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
621000	Mobilization	LS	$10,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
114	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
623001	MDI Type I (Urban) H=3'1" to 6'0"	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
115	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
6230045	MOD Med DI TI (Valley/U) H=3'1" to 6'0"	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
116	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
623311	CDI Type I-B to 4'	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
117	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
623501	Transverse Drop Inlet	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
118	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
623600	Junction Box	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
119	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
632000	Class A Seeding	ACRE	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
120	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
632020	Class C Seeding	ACRE	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
121	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
632100	Steep Slope Seeding	ACRE	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
122	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
662300	Manhole Extension	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
123	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
662400	Manhole Adjustments (Frame and cover to be considered incidental to this pay item)	EACH	8
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
124	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
662500	Manhole Frame And Cover	EACH	8
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
125	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
663110	Remove and Relocate Exist. Fire Hydrant	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
126	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
663850	Water Valve Adjustment	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
127	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
663855	Adjust Valve Box to Grade	EACH	3
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
128	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667110	Mail Box Installation-Single	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
129	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667209	Crusher Fines	CY	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
130	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667210	Landscape Gravel - Santa Fe Brown (Weed Barrier Fabric is Incidental)	SY/IN	1,500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
131	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667500	Bollard	EACH	50
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
132	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
667505	Lay New Brick Sidewalk	SY	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
133	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667510	Remove and Reset Brick Sidewalk	SY	150
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
134	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667515	Litter Receptacle	EACH	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
135	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667520A	Park Bench 6'	EACH	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
136	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
667520B	Park Bench 8'	EACH	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
137	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
701000	Panel Signs	SF	150
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
138	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
701030	Remove and Reset Panel Sign	EACH	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
139	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
701100	Steel/Base Post for Aluminum Panel Signs (Marion U-Channel, Black w/ Breakable Base)	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
140	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
702000	Construction Signing	SF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
141	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
702810	Traffic Control Devices for Construction	LS	Per TABLE 1, Attached
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
142	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704000	Traffic Control Devices for Pedestrian & Bicyclist	LS	Per TABLE 1, Attached
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
143	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
702110	Portable Changeable Message Sign	EACH	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
144	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
703300	Reflective Barrier Delineator	EACH	10
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
145	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704000	Retroreflectorized Painted Markings 4" -	LF	1,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
146	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704004	Retroreflectorized Painted Markings 12"	LF	250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
147	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704754	Retroreflective Preformed Patterned Pvmt. Stripe 4" - 380 IES 3M Tape	LF	500
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
148	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704762	Retroreflective Preformed Patterned Pvmt. Stripe 12" - 380 IES 3M Tape	LF	100
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
149	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704765	Retroreflective Preformed Patterned Pvmt. Mark Combo Thru & Right) Arrow - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
150	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
704766	Retroreflective Preformed Patterned Pvmt. Mark Combo (Thru & Left) Arrow - 380 IES 3M Tape	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
151	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704767	Retroreflective Preformed Patterned Pvmt. MarkRight Arrow - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
152	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704768	Retroreflective Preformed Patterned Pvmt. Mark Left Arrow - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
153	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704769	Retroreflective Preformed Patterned Pvmt. Mark Thru Arrow	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
154	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704770	Retroreflective Preformed Patterned Pvmt. MarkWord (ONLY) - 380 IES 3M Tape	EACH	3
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
155	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704771	Retroreflective Preformed Patterned Pvmt. MarkWord (STOP) - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
156	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
704774	Retroreflective Preformed Patterned Pvmt. Mark Word (X-ING) - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
157	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704775	Retroreflective Preformed Patterned Pvmt. Mark Word (PED) - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
158	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704782	Retroreflective Preformed Patterned Pvmt. Mark Bike Symbol (BIKE) - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
159	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704784	Retroreflective Preformed Patterned Pvmt. Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	EACH	5
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
160	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
704870	Temporary Reflective Raised Pavement Martker	EACH	50
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
161	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
709030	Rigid Electrical Conduit 3"	LF	1000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
162	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
709040	Rigid Electrical Conduit 4"	LF	1000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
163	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
710000	Electrical Pull Box (Standard)	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
164	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
710010	Electrical Pull Box (Large)	EACH	2
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
165	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
720060	Veh. Impact Atten. Unit Work Zones	EACH	10
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
166	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
721000	Removal of Pavement Stripe (Water Blasting)	LF	200
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
167	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
721101	Removal of Pavement Markings (Water Blasting)	EACH	8
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
168	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*

Base Bid Item No.	Item Description	Units	Apprx. Quantity
801000	Construction Staking by Contractor	LS	$10,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
169	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
901012	Testing Allowance	ALLOWANCE	$25,000
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS*
170	*Dollars and Cents*	*Dollars and Cents*	*Dollars and Cents*
TOTAL AMOUNT BID (Excluding NM Gross Receipts Tax)		*$*	
	Written in NUMBERS		*Dollars and Cents*
NEW MEXICO GROSS RECEIPTS TAX (8.3125%)		*$*	
	Written in NUMBERS		*Dollars and Cents*
TOTAL AMOUNT BID (Including NM Gross Receipts Tax)		*$*	
	Written in NUMBERS		*Dollars and Cents*

* As Per 608.5 & 609.5.1 Work Included in Payment -The Work Included in payment will be considered as included in the payment for the main item(s) and will not be measured or paid for separately: Excavation, borrow, bed course, compaction and embankment, for foundation of curb and gutter, expansion joint material (including silicone joint sealant and backer rod), coloring, and other related items and appurtenances, and backfilling behind curb. (Standard Specifications for Highway and Bridge Construction- NMDOT - 2014 Edition)

2. Bidder has bid on all items.

3. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

TABLE 1

SUPPORTING SECTION	DEVICE DESCRIPTION	UNIT OF MEASURE	QTY.	UNIT COST	TOTAL COST
SECTION 618 - TRAFFIC CONTROL MANAGEMENT					
SS 618	TRAFFIC CONTROL MANAGEMENT	L.S.			
SS 618	FLAGMAN OPERATION	EACH			
SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION					
SS 702	CONSTRUCTION SIGNING	SQ. FT.			
SS 702	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION SIGNING	LIN. FT.			
SS 702	BARRICADE, TYPE I	EACH			
SS 702	BARRICADE, TYPE II	EACH			
SS 702	BARRICADE, TYPE III-1.8 m	EACH			
SS 702	BARRICADE, TYPE III-2.4 m	EACH			
SS 702	VERTICAL PANEL, TYPE SINGLE	EACH			
SS 702	VERTICAL PANEL, TYPE BACK TO BACK	EACH			
SS 702	CONSTRUCTION TRAFFIC MARKER	EACH			
SS 702	PORTABLE SIGN SUPPORT	EACH			
SS 702	CHANNELIZATION DEVICES TYPE DRUM	EACH			
SS 702	TRAFFIC CONES	EACH			
SS 702	SEQUENTIAL ARROW DISPLAY	EACH			
SECTION 704 - PAVEMENT MARKINGS					
SS 704	RETROREFLECTORIZED PAINTED MARKINGS	LIN. FT.			
SS 704	REMOVABLE MARKING TAPE	LIN. FT.			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TD	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TG	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TH	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TJ	EACH			
SECTION 721 - PAVEMENT MARKING REMOVAL					
SS 721	REMOVAL OF PAVEMENT STRIPE	LN. FT.			
SS 721	REMOVAL OF PAVEMENT MARKING	EACH			
TOTAL FOR ITEM'S # 702810 & #704000 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (LUMP SUM)				**$**	

4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in the form of (check one):
_____ Bid Bond _____ Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Submittal contains the following:
- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Check for bid bond.
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)
- Notices to Contractor
  a. Bidder's List of Quoters for the Disadvantaged Business Enterprise (DBE) Program
  b. Subcontractors Fair Practices Act Compliance
  c. Non-Debarment Certification (Disclosure of Lobbying Activities
  d. Certification for Federal-Aid Contracts
  e. New Mexico Pay Equity Reporting Acknowledgement Executive Order 2009-049
  f. Disadvantaged Business Enterprise (DBE) Program Race Conscious Measures

ONE ORIGINAL AND ONE COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

_____

_____

Telephone No. _____

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

New Mexico State Residence Preference Certificate Number, if any:

_____

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A.11. BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, as Principal, and the

_____, of _____ a

Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of

_____

dollars ($_____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2015, (Bid No. '16/18/B) for the construction of the On Call Roadway & Trails Construction Services, City of Santa Fe.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS _____DAY OF _____, a.d. 2015.

_____
BIDDER

By:_____
PRINCIPAL

(SEAL)

_____
WITNESS

By:_____
SURETY

_____

Title: _____

WITNESS

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A.12. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPURTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____

Certification - The information above is true and complete to the best of my knowledge and belief.

_____
NAME AND TITLE OF SIGNER (please type or print)

_____ _____
SIGNATURE DATE

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A.13. CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

SIGNED:_____

TITLE:_____

SUBSCRIBED AND SWORN to before me this _____day of _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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A.14. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____ the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____day of _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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A.15. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____day of _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.16. SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.

B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.

C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.

A. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.17. SUBCONTRACTOR LISTING

Note: A Contractor that Submits a bid valued at more than fifty thousand ($50,000) for a city project, that is subject to the public works minimum wage act 13-4-10 NMSA 1978, shall be registered with the NM Dept. of Workforce Solutions, Public Works Bureau.

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

B. CONTRACT DOCUMENTS

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B.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

On Call Roadway & Trails Construction Services RFB#'16/18/B

This Agreement is entered into this _____ day of _____, 2015, by and between the CITY OF SANTA FE, herein known as the Owner, and
_____, herein known as the Contractor.

For the following:

PROJECT:	On Call Roadway & Trails Construction Services
OWNER	City of Santa Fe, Public Works Department Roadway & Trails Engineering Division P.O. Box 909 Santa Fe, New México 87504-0909

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER	_____

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2015.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services. (Bid Number '16/12/B).

The work designated as On Call Roadway & Trails Construction Services consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians / bicyclists, and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3
TERM, TIME OF COMMENCEMENT, AND PROJECT COMPLETION

The Contract Completion Time for this contract is two (2) years. The Contract duration shall terminate two (2) years from the date of award, with the option to extend an additional year, by mutual agreement of all parties and approval of City of Santa Fe at the same price, terms and conditions. This Agreement shall not exceed (4) years beyond the original agreement date.

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All tasks assigned during this contract, including bid alternates (if applicable), shall be completed within the time specified by the Project Manager prior to commencing work and in accordance with the definition of “Physical Completion” in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the “Contract Completion Time.” The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

ARTICLE 4
CONTRACT SUM

Base Bid Amount: not to exceed Four Million Dollars ($4,000,000.00) to which applicable New Mexico Gross Receipt Taxes will be added. The Contractor agrees to timely remit this GRT to NMTRD. If the Contractor ever receives a refund of this Gross Receipt Tax, or any portion thereof, the Contractor agrees to permit the entire refund to the City immediately.

The Unit Bid Contract is determined as follows:

Base Bid	$ _____ .
Gross Receipts Tax (8.3125%)	$ _____ .
Base Bid plus NMGRT	*$ _____ .*

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the 90 day Contract period. This

progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor of subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor of subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors and suppliers.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the

Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Public Works Department Roadway & Trails Engineering Division P.O. Box 909 Santa Fe, New México 87504-0909
CONTRACTOR	_____ _____ _____ New Mexico License# _____.

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

9.17 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

_____
JAVIER M. GONZALES, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

10/6/16
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

_____
Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: _____
Signature

_____
Print Name and Title of Signer

Date: _____

NM Taxation & Revenue CRS No.:

_____

City of Santa Fe Business Reg. No.:

_____

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B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

_____

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and

_____

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of

_____ DOLLARS,

($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 2015, entered into a contract with the City of Santa Fe for the On Call Roadway & Trails Construction Services RFB#'16/18/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

   a. Complete the contract in accordance with its terms and conditions or;

   b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

SIGNED AND SEALED ON _____, 2015.

_____
Notary Public

My Commission Expires:

_____

_____
Contractor – Principal

By:_____

Title:_____

Approved as to form:

_____

_____
Surety

_____

Title:_____

Countersigned:_____

_____
Surety's Authorized New Mexico Agent

B.3. LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

_____

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and

_____

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of _____ DOLLARS, ($_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated _____, 2015, entered into a contract with the City of Santa Fe for the On Call Roadway & Trails Construction Services RFB#'16/18/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, than this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be

deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED ON _____, 2015.

In presence of:

_____
Notary Public

My Commission Expires:

_____

_____
Name of Company

By:_____

Title:_____

_____
Surety

By:_____

Title:_____

Countersigned:

_____
Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

C. STANDARD SPECIFICATIONS

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C.1. STANDARD SPECIFICATIONS

FOR

On Call Roadway & Trails Construction Services RFB#'16/12/B

CITY OF SANTA FE

The New Mexico Department of Transportation Standard Specifications for Highway & Bridge Construction, 2014 Edition, shall govern construction of this project except where revised or amended by the Supplemental General Provisions, Special Provisions and Supplemental Specifications.

The Supplemental General Provisions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

C.2. SPECIAL PROVISIONS FOR MINIMUM WAGE

Projects are subject to the Minimum Wage Rates as determined by the New Mexico Department of Workforce Solutions, Public Works Bureau pursuant to Chapter 13, Section 13-14-11, NMSA 1978 and the U.S. Department of Labor Decision No for each assigned task. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project shall be in accordance with those wages as listed in the New Mexico Department of Workforce Solutions, Public Works Bureau Minimum Wage Rate Decision Number for each assigned task. Copies of the wage rate decision and applicable forms are bound in this section. The Contractor is hereby required to submit all wage decision forms to the City as follows:

- ***Subcontractor List & Statement of Intent to Pay Prevailing Wages*** – Submit before construction starts
- ***Affidavit of Wages Paid*** – Submit after construction, but before final payment

Subcontractors shall provide all necessary wage decision forms or information to the prime contractor. The prime contractor shall be responsible for the submission of wage decision forms or information required of all subcontractors to the City. The same timelines stated above apply.

C.3. SPECIAL PROVISIONS FOR SUBMISSION OF WEEKLY PAYROLLS

WAGE RATE DECISION

Contractors are hereby advised that this project is subject to the New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rate decision Number # **Assigned per each task**.

SUBMISSION OF WEEKLY PAYROLLS

All Contractors and subcontractors shall submit one (1) certified copy of the project weekly payroll to the City of Santa Fe, 50 Market Street, Suite 200, Santa Fe, NM 87504, C/O, James Martinez, Project Manager, no later than five (5) working days after the close of each payroll period.

The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. All Contractors and subcontractors must have copies of certified payrolls available to the New Mexico Department of Workforce Solutions, Public Works Bureau within ten (10) days of a written request, if required.

C.4. SPECIAL PROVISION FOR APPRENTICES

(Program of Department of Labor)

Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 245-2142. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he/she is working is applicable.

C.5. CITY OF SANTA FE LIVING WAGE ORDINACE

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City of Santa Fe

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of $10.84 effective March 1, 2015.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than $100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are ***exempt***.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 955-6949 Email: constituentservices@santafenm.gov

Municipalidad de Santa Fe

Ordenanza Respecto al Sueldo Mínimo

Ordenanza Numero §28-1 28-1.12 SFCC 1987

Propósito:
La ordenanza respecto al Sueldo Mínimo fue adoptada por la Ciudad de Santa Fe con el fin de establecer un sueldo mínimo que determinadas empresas tienen que pagar.

A Quién Afecta la Ordenanza:
- A toda empresa con o sin fines de lucro se require que tenga una licencia comercial o estar registrada con la ciudad de Santa Fe.

Cómo Se Tiene que Cumplir lo que Dispone la Ordenanza:
- A partir del día primero de Marzo del 2015, las empresas que tienen que pagar el sueldo mínimo tienen la obligación de pagar un sueldo de $10.84 la hora.
- A partir del día primero de enero del 2009, y cada año que sigue, el sueldo mínimo será ajustado de acuerdo con la inflación.
- Para trabajadores/as que regularmente reciben propinas o comisiones que sumen más de $100 por mes, todas esas propinas o comisiones que reciban contarán como si fueran sueldo y serán acreditadas para satisfacer la ordenanza, siempre y cuando los trabajadores se queden con todas sus propinas. También se permitirá acreditar propinas que se juntan ye se comparten.
- El valor de beneficios de seguro médico y de cuidado de niños se considerará como parte del sueldo mínimo.
- Las organizaciones sin fines de lucro que reciben la mayoría de sus fondos de *(Medicaid)* no tienen que pagar el sueldo mínimo de la ciudad.

Se Prohiben Represalias o Evasiones:
- Es en contra de la ley que una empresa o persona que emplea trabajadores o que el apoderado o persona que representa a la empresa tome represalias en contra del trabajador porque el o ella ejerce sus derechos o comunica sus derechos a otra persona. También es en contra de la ley tomar represalias contra un trabajador que erróneamente, pero de buena fe, alega que la empresa no ha cumplido con la ordenanza.
- Se presume como represalia, tomar cualquier acción dentro de los 60 días después de que un individuo quiso ejercer sus derechos.
- Es en contra de la ley que un empresario o empleador intencionalmente trate de evadir los requisitos de esta ordenanza contratando parte de su negocio a otra empresa o rentando partes de su propiedad, con el fin de no cumplir con la ordenanza.

Remedios Legales Para Implementar la Ley:
- Medidas Administrativas - El Administrador de la cuidad o su representante está autorizado a hacer cumplir la ordenanza hasta donde los recursos lo permitan.
- Castigo Judicial - El empleador que no cumpla con esta ordenanza será condenado por cada infracción. Pudiera estar sujeto a multas o encarcelamiento según dispone la sección 1-3 del Código Civil de Santa Fe de 1987. El empleador que no cumpla cualquiera de los requisitos en esta ordenanza será culpable de una infracción por cada trabajador afectado, por cada día o parte del día que no se cumpla la ordenanza.
- Ostros Recursos Judiciales - La Ciudad de Santa Fe, cualquier individuo o cualquier grupo de individuos que han sido afectados porque no se cumplió la ordenanza, podrán presentar una queja en la corte civil que tiene jurisdicción para restringir, corregir, suprimir, o remediar toda infracción de esta ordenanza. La persona que gane el caso tiene derecho a un remedio legal o equitativo que sea adecuado para remediar la violación. Los remedios incluyen y sin limitar, que lo/la vuelvan a emplear, que le paguen el sueldo que le deben más una cantidad por daños determinados que son el igual a doble cantidad del sueldo que le deben, protección judicial y cuotas razonables que cobra el abogado más costos del caso.

Remedios Legales, Daños y Perjuicios No Exclusivos Los remedios legales en esta sección no son exclusivos. Eso quiere decir que esta ordenanza no prohibe que el trabajador trate de plantear otros remedios en la corte, demandar por daños y perjuicios que la ley permite.

Colocación de Anuncios y Publicación de los Anuncios:
- Como condición para obtener y mantener una licencia o registro comercial toda empresa tendrá que colocar en un lugar prominente al lado de su licencia o registro en el lugar de trabajo este aviso en inglés y en español indicando que el negocio esta cumpliendo con la ordenanza y con el texto de este aviso. Si la empresa no cumple lo que esta sección ordena se considerará como violación a esta ordenanza y se podrá suspender, revocar o dar por terminada la licencia o registro de la empresa.

Para obtener más información, favor de comunicarse con la oficina de: Constituent Services al número (505) 955-6949 o por Correo electrónico a: constitutentservices@santafenm.gov.

C.6. STATE WAGE DECISION

(Wage Rates Are Assigned Per Each Assigned Task greater than $60,000)

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.12	14.02
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.78
Equipment Operator	30.54	13.19
Lineman/Wireman or Tech	35.93	14.59
Cable Splicer	39.52	15.53
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.

SUSANA MARTINEZ
GOVERNOR

JOHN SANCHEZ
LT. GOVERNOR

CELINA BUSSEY
SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
121 Tijeras Ave NE Suite 3000
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4424

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are assigned by statute to each project stakeholder.

Contracting Agency

- Ensure that all contractors/prime contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) and Sub-Contractor list to Labor Relations Division promptly after the project is awarded.
- Provide updates to the Sub-Contractor list to the Labor Relations Division

General Contractor

- Provide to the Contracting Agency within 3 (Three) days of award a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor.
- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over $60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the owner/contracting agency.
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.
- Confirm the Wage Rate poster, provided by the Labor Relations Division, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over $60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.

"AN EQUAL OPPORTUNITY EMPLOYER"

Additional Information

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link.
www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew Kim.Kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406
Stacey Lowrey Stacey.Lowrey@state.nm.us 505-841-4412
Violet Miera Violet.Miera2@state.nm.us 505-841-4418

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D. NOTICE TO CONTRACTORS

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NOTICE TO CONTRACTORS
9/14/2015

G.1. CONTRACT TIME

The contract time count consisting of a Contract Completion Time & Substantial Completion Time shall govern this project.

Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Project Manager prior to initiating any work on each task order. Contract & Substantial Completion Time shall be shown on the Contractor's progress schedule as specified in section 108.3.

Contract Completion Date
The day count for all work will be assigned by the Project Engineer on a task-by-task basis. If the day count is not met the Contractor shall be assessed liquidated damages for each consecutive Working Day or Calendar Day in excess of the completion date in accordance with Section 108.8, Liquidated Damages, of the Standard Specifications. See Construction Agreement, Article 6, Page 57 of this document.

Cumulative Imposition of Liquidated Damages
The Contract Completion Time and Substantial Completion Time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in section108.8 Liquidated Damages for the failure to achieve any of the required time or date requirements for each and every task order.

Night Work & City Noise Ordinance
City of Santa Fe Noise Ordinance SFCC §10-2.4 B.(5)(a) prohibits operation of equipment used in construction work on streets in residential or commercially zoned areas between the hours of 9:00 p.m. and 7:00 a.m. the following day. However, the City of Santa Fe Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. he contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. Mf a permit is acquired any night closures , must be coordinated at least 48 hours in advance with the Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The city reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the contractor work nights, the city may require the contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an

observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

NOTICE TO CONTRACTORS
9/14/2015

G.2. COORDINATION OF UTILITY RELOCATIONS

WORK DESCRIPTION

The highway contractor's work shall include coordination efforts with respective utility owners, including the time required for utility facilities located within the project limits to be located and relocated. This Notice to Contractor does not change the requirements as outlined in the Standard Specifications for Highway and Bridge Construction regarding utilities.

CONSTRUCTION REQUIREMENTS

The Highway Contractor shall make the necessary arrangements with the utility owner(s), and shall submit a schedule of highway work to be accomplished. This shall be officially acknowledged and verified by a representative of the utility owner, and a copy provided to the Project Manager.

UTILITY OWNERS & RELOCATION / INSTALLATION SCHEDULES

Utility Owner	Contact & Ph. No.	Location	Schedule
Public Service Co. of New Mexico – (Gas Services)	Andrea Martinez (505) 473-7228	Refer to Construction Plans	Task order dependent.
Public service Co. of New Mexico – (Electric Services)	Tom Dominquez (505) 473-3209	Refer to Construction Plans	Task order dependent.
CenturyLink Communications	Doug Dale 473-2194	Refer to Construction Plans	Task order dependent.
Comcast Cable TV	David Aikin 438-1930	Refer to Construction Plans	Task order dependent.
City of Santa Fe Sangre de Cristo Water Div.	Nick Schiavo (505) 955-4267	Refer to Construction Plans	Task order dependent.
City of Santa Fe Wastewater Div.	Bryan Romero (505) 955-4623	Refer to Construction Plans	Task order dependent.

OTHER REQUIREMENTS

Utilities shown on the highway project plans, which will not be relocated, shall require the Highway Contractor to take the necessary precautions to protect the utility from damage caused by highway construction operations. If any such utility is damaged, the Highway Contractor shall bear the cost of repair to the satisfaction of the utility owner.

NOTICE TO CONTRACTORS
9/14/2015

G.3. RESTRICTED WORK HOURS

Work Hours

No lane closures shall be permitted during peak hours (6am to 9am, and 4pm to 7pm). During peak hours all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City of Santa Fe Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

NOTICE TO CONTRACTORS
11/16/2015

G.4. QUANTITIES

Allowance Items

All Unit Bid Items with unit "ALLOWANCE", shall be based on a value set forth by the City of Santa Fe Project Manager or the contractor's quote of actual labor and equipment required to perform the work per task order, as determined by the Project Manager.

Lump Sum Items

All Unit Bid Items with unit "Lump Sum", shall be based on a value set forth by the City of Santa Fe Project Manager per each assigned task. The lump sum price is negotiable with the Project Manager as long as a Contractor's quote is provided showing the cost breakdown sheet of actual labor and equipment required to perform the work for that assigned task.

Any request for adjustments to a lump sum item for the assigned task will need to be brought to the Project Managers attention before work is performed and approved in writing. If the contractor made no request for a change duing the assigned task or written approval - No additional payment will be made.

Mobilization Item

Mobilization, Item Number: 621000, assumes one-way mileage to Santa Fe. The Unit Bid Price provided by bidder is to assume all mobilization expenses based on one-way mileage to Santa Fe, NM.

NOTICE TO CONTRACTORS
9/14/2015

G.5. PERFORMANCE AND PAYMENT BOND

At the time of the Bid, a Performance and Payment Bond is required. Prior to the issuance of each contract task order, the contractor will provide a performance bond and a payment bond securing labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City of Santa Fe's Roadway & Trails Engineering Division within ten (10) working days after task order notification by the agency. Failure to obtain the required bond will result in the contract being cancelled.

A certified bid bond is required to be submitted with the bid.

NOTICE TO CONTRACTORS
9/14/2015

G.6. HISTORIC DISTRICT CONCRETE COLOR

All new sidewalk, curb and gutter and median paving concrete placed in Historic Districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in an Historic District "Oatmeal Buff" from the QC Colortech color chart, or an equivalent color as directed by the Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made therefore.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

NOTICE TO CONTRACTORS
9/14/2015

G.7. TESTING ALLOWANCE

1. This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications.

2. This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

3. Testing shall be done using a Commercial Materials Testing Laboratory.

4. It will be the responsibility of the Contractor to schedule testing. The City Engineer shall be notified daily of the intended testing times.

5. The Contractor shall submit testing laboratory invoices monthly.

6. Testing will be paid at the invoice amount billed to the Contractor by the Testing Laboratory, and submitted to and approved by the Engineer.

7. Payments to the Contractor will be made only after the Engineer has received all current test and analysis reports for the invoicing period.

8. Testing shall be performed as required by the Specification and the attached "New Mexico Department of Transportation Minimum Testing Requirements".

9. A testing Allowance has been set up in accordance with this contract to pay for this cost as bid item number 901000 Contractor Process Quality Control.

10. City may increase the testing allowance as necessary and without additional compensation to the contractor.

END OF NOTICE

E. STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, SUPPLEMENTAL SPECIFICATIONS, AND SUPPLEMENTAL GENERAL CONDITIONS

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E.1. STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, SUPPLEMENTAL SPECIFICATIONS, AND SUPPLEMENTAL GENERAL CONDITIONS FOR

On Call Roadway & Trails Construction Services, RFB '16/12/B.

The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2014 Edition, and the New Mexico Standard Specifications for Public Works Construction, are incorporated by reference, the same as if fully rewritten therein, in the contract, proposal, bond, and other contract documents for work to be performed under this contract for the City of Santa Fe. Said "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2014 Edition, and the New Mexico Standard Specifications for Public Works Construction, are for the purpose of the contract, proposal, bond, and other contract documents, supplemented, modified, and amended as follows, and as may be hereinbefore and hereinafter provided.

Whenever, in the Special Provisions and Supplemental Specifications the word "Section" is followed by a number and a caption (such as "Section 102.4 – Rejection of Proposals") reference is made to that specific section of the "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2014 Edition. The Supplemental General Conditions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

Where a conflict occurs between NMDOT and City of Santa Fe Special Provisions or City of Santa Fe

Instructions to Bidders, the City of Santa Fe Special Provisions and Instructions to Bidders shall control.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specifications shall be interpreted using the following list where not covered by the Supplemental General Conditions contained herein. References listed to the right are to replace those on the left where those on the left appear in the text.

REFERENCE:	REPLACE WITH:
Commission, Department, District, Engineer, The State Commission or Department, Cabinet Secretary or Secretary	The City of Santa Fe except where District such reference is to rules, codes, Highway or regulations, or pre-qualification of bidders of the New Mexico Department of Transportation
Department	The City or its Consultant as applicable
Engineer	The City of Santa Fe Roadway & Trails Engineering Division Director acting through his duly authorized representative who is normally the Project Engineer, Project Manager or Consulting Engineer.
Project Manager	The individual designated by the Engineer who is responsible for observing construction and the administration of the project.
State	City or Owner

The Supplemental Specifications listed herein modify the New Mexico Department of Transportation Standard Specification for the City of Santa Fe Projects.

Page

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E.2. SUPPLEMENTAL SPECIFICATIONS TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2014 EDITION

All provisions of the "New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction" – 2014 Edition shall apply except as modified herein.

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 – ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS

SECTION 101.4 – TERMS AND DEFINITIONS.

Add the following definitions:

AS-BUILT PLANS - Final drawings reflecting work and quantities performed under the contract.

CITY - The City of Santa Fe, New Mexico.

CONDUIT - A pipe of tube used for receiving and protecting utility lines.

CONTRACT ITEM (PAY ITEM) – A specifically described unit of work for which a price is provided in the contract.

COST REDUCTION PROPOSALS. Contractor –provided alternates to the work methods or materials specified in the contract that establish a better or approved equal product or result without affecting the functional purpose of the work being revised and that produce a net savings to the owner.

OWNER - The contracting agent. "City of Santa Fe".

RIGHT OF WAY AGREEMENT - A contract with a property owner to sell specific rights to the City for real property necessary to construct or maintain roadways.

UNIT BID PRICE - The Price established be the Contractor for an individual item of work on the bid form.

Modify the following definitions:

ASSISTANT DISTRICT ENGINEER – Delete entire definition.

AWARD - Delete the entire sentence and replace with: "The written acceptance by the owner of the complete set of Contract Documents as set forth in the Instructions for Bidders, Article 6".

BID FORM - Replace the word "Department" with "Owner".

BID GUARANTY - Replace the word "Department" with "Owner".

CABINET SECRETARY - Delete entire definition.

CONSTRUCTION MAINTENANCE EASEMENT - Replace the word "Department" with "Owner".

CONTRACT - In the first sentence replace the word "'Department" with "Owner".

CONTRACTOR - Replace the word "Department" with "Owner".

DEPARTMENT - Delete entire subsection.

DISTRICT - Delete entire definition.

DISTRICT ENGINEER - Delete entire definition.

DISTRICT CONSTRUCTION ENGINEER - Delete entire definition.

ENGINEER - Delete entire definition and replace with "Roadway & Trails Engineering Division Director acting through and duly authorized representative, who is normally the Project Engineer, Project Manager or Consulting Engineer".

ENVIRONMENTAL SPECIALIST – At the beginning after “The individual” add “designated by the Engineer,”

GENERAL OFFICE - Delete entire definition.

INSPECTOR - Replace the wording "project manager's" with "Engineer's".

LABORATORY - Delete entire definition and replace with "'an approved testing laboratory under the supervision and responsibility of a New Mexico Registered Professional Engineer".

LANDSCAPE ARCHITECT – Replace the words “Cabinet Secretary’s” with “Engineer’s”.

LIGHTING AND SIGNING ENGINEER - Replace the word "Department" with "Owner".

PAY ADJUSTMENT - Replace the word "Department" with "Owner".

PROFILE GRADE - Replace the word "Department" with "Engineer".

PROJECT MANAGER - Delete entire definition and replace with "The individual designated by the Engineer who is responsible for observing construction and the administration of the project".

SECRETARY - Delete entire definition.

SUBSTANTIAL COMPLETION – Replace the words “District Construction Engineer” with “Engineer”.

SUPPLEMENTAL AGREEMENT - Replace the word "Department" with "Owner".

SUSPENSION AND DEBARMENT - Replace the word "Department" with "Owner".

UNBALANCED BID - Replace the word "Department" with "Owner".

VALUE ENGINEERING COST PROPOSAL - Replace the word "Department" with "Owner", replace the words “Project Manager” with “Engineer”.

WORKING DAY - Replace the word "Department" with "Owner".

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.2 PREQUALIFICATION OF BIDDERS - Replace the word "Department" with "New Mexico Highway and Transportation Department".

102.3 SUSPENSION AND DEBARMENT. Delete the paragraph in its entirety and substitute the following:

102.3 SUSPENSION FROM BIDDING. The Owner may suspend for a period of up to thirty-six months any person and any subsidiary or affiliate of any person from bidding on City projects and from being a subcontractor or supplier on City projects if that person or any officer, director, employee or agent of that person is debarred under New Mexico State Highway and Transportation Department Regulations or City of Santa Fe Purchasing provisions. Under that section, "a person" means any individual, partnership,
Corporation, association or other entity formed for the purpose of doing business as a contractor, subcontractor or supplier."

102.4 BID PACKAGE. First paragraph, first sentence replace the word Department" with "Owner". Delete the second numbered sentence.

102.5 REFUSAL OR REJECTION OF BIDS. First paragraph, first sentence and in subsections (2.), (7.), (9.), and (10.), replace the word "Department" with "Owner".

102.7 EXAMINATION OF CONTRACT, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. Replace the word "Department" with "Owner" throughout entire subsection.

102.8 Delete Subsection 102.8 - PREPARATION OF BID and substitute the following:

102.8 PREPARATION OF BID. The bidder shall submit his proposal on the forms furnished by the Owner. The blank spaces in the proposal shall be filled in correctly where indicated, for each item given and the bidder shall state both in words and numerals, written or printed in ink or typewritten, the unit bid prices for which he proposes to do each item of the work contemplated. In case of a discrepancy between the prices written in words and those written in numerals, the prices written in words shall govern.

In the event that either the unit bid price written in words or the unit bid price written in numerals is inadvertently omitted, the unit bid price that is shown for that item shall govern. If both the written and numerical unit bid price is omitted, the extended total shall be divided by the estimated quantity thereby establishing a unit bid price. If the written price, numerical unit bid price and extended total are omitted, the bid proposal shall be rejected.

The bidder shall specify a unit bid price for each item, except when a unit bid price is established by the Owner. The unit bid price will be taken to include any and all insurance and overhead expense necessary to complete that bid item.

The bidder shall show the products of the respective unit bid prices and quantities and shall also show the total amount of his bid in the space provided in the proposal form. Said total amount bid shall be the total sum obtained by adding the amounts of the individual items.

The bidder is permitted to show the amount(s) for the respective unit bid price(s) written in words and written in numerals to a maximum of two decimal places. Any additional decimal places in excess of two shall be truncated and will not be considered in the processing of the proposal.

102.9 INNOVATIVE CONTRACT INCENTIVES. Replace the word "Department" with "Owner”.

102.12 DELIVERY OF BIDS. Replace the word "Department" with "Owner” throughout.

102.13 REVISION OF BIDS. Replace the word "Department" with "Owner".

102.14 WITHDRAWAL OF BIDS. Replace the word "Department" with "Owner".

102.15 BID OPENING. Replace the word "Department" with "Owner".

102.16 ENGINEER’S ESTIMATE. Replace the word "Department" with "Owner".

SECTION 103 - AWARD AND EXECUTION OF CONTRACT.

103.1 CONSIDERATION OF BIDS. Replace the word "Department" with "Owner" throughout the subsection.

103.2 AWARD OF CONTRACT - Replace the word "Department" with "Owner" throughout the subsection. Change the time to award contract from thirty-(30) calendar days to sixty-(60) calendar days.

103.3 BIDDING DISPUTE RESOLUTION PROCEDURES - Replace the word "Department" with "Owner" throughout the subsection. Replace the word "Secretary" with "Engineer" throughout the subsection.

103.4 CANCELLATION OF AWARD. Replace the word "Department" with "Owner" throughout.

103.5 RETURN OF BID GUARANTEE - Delete entirely.

103.6 REQUIREMENT OF CONTRACT BOND. Replace the word "Department" with "Owner".

103.7 EXECUTION AND APPROVAL OF CONTRACT. Replace the word "Department" with "Owner".

103.8 FAILURE TO EXECUTE CONTRACT. Replace the word "Department" with "Owner".

SECTION 104 - SCOPE OF WORK.

104.1 INTENT OF THE CONTRACT. Replace the word "Department" with "Owner" throughout.

104.2 SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK. Replace the word "Department" with "Owner" throughout the subsection.

104.3 DIFFERING SITE CONDITIONS. Replace the word "Department" with "Owner".

104.5 MAINTENANCE OF TRAFFIC - Replace the word "Department" with "Owner" throughout the subsection.

104.6 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK - Replace the word "Department" with "Owner" throughout the subsection.

104.8 VALUE ENGINEERING COST PROPOSAL (VECP). Replace the word "Department" with "Owner" throughout the subsection.

SECTION 105 - CONTROL OF WORK.

105.1 RESPONSIBILITY AND AUTHORITY OF THE DEPARTMENT - Replace the word "Department" with "Owner" in the subsection heading and throughout the subsection.

105.2 PLANS AND WORKING DRAWINGS. Replace the word "Department" with "Owner" throughout the subsection.

105.3 COMPLIANCE WITH PLANS AND SPECIFICACTIONS. Replace the word "Department" with "Owner" throughout the subsection.

105.4 COORDINATION OF CONTRACT DOCUMENTS. Replace the word "Department" with "Owner" throughout the subsection.

105.5 COOPERATION BY CONTRACTOR. Replace the word "Department" with "Owner" throughout.

105.6 COOPERATION WITH UTILITIES. Replace the word "Department" with "Owner" throughout.

105.7 COOPERATION BETWEEN CONTRACTORS. Replace the word "Department" with "Owner" throughout.

105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. Delete entire subsection and substitute the following:

"105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. The Project Manager, as a project representative of the Engineer, shall have the authority to conduct on-site observations of the work in progress. Such on-site observation may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used.

The Project Manager will not be authorized to alter or waive the provisions of the contract, issue instructions contrary to the plans or specifications, or act on or undertake any responsibilities of the Contractor.

The Project Manager shall refer to the Engineer all defects and deficiencies occurring in the work and shall be the liaison between the Engineer and the Contractor regarding such defects and deficiencies."

The Project Manager will be responsible for determining constructed quantities and for administration of monthly progress payments.

105.9 DUTIES OF THE INSPECTOR. Delete entire subsection.

105.10 INSPECTION OF WORK. Replace the word "Department" with "Engineer" throughout the subsection.

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. Replace the word "Department" with "Engineer" throughout the subsection.

105.12 LOAD RESTRICTIONS - Replace the word "Department" with "Owner" throughout the subsection.

105.13 HAUL ROADS - Replace the word "Department" with "Owner" throughout.

105.15 MAINTENANCE DURING CONSTRUCTION - Replace the word "Department" with "Owner" throughout the subsection.

105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE - Replace the word "Department" with "Owner" throughout the subsection.

105.17 CONTRACT ADJUSTMENT FOR SUSPENSION OF WORK - Replace the word "Department" with "Owner" throughout the subsection.

105.18 ACCEPTANCE. Subsection (105.18.2) Final Acceptance, replace the wording "and the District Construction Engineer" with "Engineer and Owner". Replace the word "Department" with "Owner" throughout the subsection.

105.20 ADMINISTRATIVE REMEDY. Delete this entire Subsection.

SECTION 106 - CONTROL OF MATERIALS.

106.1 CONTRACTOR-FURNISHED AGGREGATE AND BORROW SOURCE. Replace the word "Department" with "Owner" throughout.

106.2 SUPPLIER PLANT INSPECTION. Replace the word "Department" with "Owner" throughout the subsection.

106.3 SAMPLES, TESTS, CITED SPECIFICATIONS. Replace the word "Department" with "Owner" throughout the subsection. Delete the second paragraph. Add to this subsection the following:

Sampling and testing of materials and manufactured items incorporated into the work shall be accomplished as designated in the invitation for bid package. All sampling and testing shall be performed by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. Materials and items manufactured outside the State of New Mexico shall be accompanied by a Certificate of Compliance prepared in accordance with requirements of subsection 106.4 - Certificate of Compliance.

Job mix formulae and design mixes shall be prepared by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. All formulae and design mixes shall be approved by the Engineer prior to materials being incorporated into the work. The Engineer shall determine the type, number, and location of tests to be performed.

Copies of all laboratory and field test results shall be forwarded to the Engineer and the Owner, as soon as reasonably possible after the tests are complete. No subsequent work shall be accomplished until such time that test results have been received and approved by the Project Manager.

The Contractor shall bear the cost of all re-testing due to the first test or subsequent tests failing to show results meeting the specifications.

106.4 CERTIFICATE OF COMPLIANCE - Delete in its entirety and replace with the following:

Submittals include the furnishing of all manufacturer's data, shop drawings, samples, certifications, guarantees, lab and field test reports, operation manuals, maintenance manuals, lubrication charts, design mixes, spare parts lists, special tools, and factory representative required for installation of special items, in full compliance with the Contract Documents. All submittals shall be submitted for Engineer's review before installation or incorporation into work or within 30 days after effective date of Notice to Proceed, unless the Engineer approves a different schedule. Each submittal shall include reference to project and date, general summary

description of items being submitted and a certificate of compliance signed by the appropriate company official.

Should any requirements pertaining to submittals not be complied with, including but not limited to submittal time and procedure, Contractor waives any right of claim for loss of time or money purporting to have occurred as a result of any delay in obtaining review of submitted data or shop drawings.

On the following pages are listed items, which will be required to complete the work for which submittals shall be required. The schedule of submittals is for the convenience of the Contractor, and shall not be considered as complete or final. Additional submittals may be required as the Work progresses, which shall be submitted within 15 days of notification.

The following is a general explanation of some of the terms used in the schedule of submittals chart included herein:

Manufacturer's Data: Catalog type literature on the item.

Shop Drawings: Detailed drawings with all dimensions and locations shown.

Samples: The item that will be supplied.

Certifications: Any certifications required by these Specifications or standard specification and/or requirements for that item, to cover raw materials and testing of the final product.

Guarantees: A copy of the guarantee to be given to the Owner on a particular item.

Lab Test Reports: Laboratory test reports required to show that the item meets all specified requirements, or required for the preparation of a design mix or job mix formula.

Field Test Reports: Reports of tests that have been conducted on the item as installed or constructed in the field.

Design Mix: Design or job mix formulae, prepared by a qualified testing laboratory, under the direct supervision of Registered Professional Engineer, stating a recommended mix or combination of materials to produce a specified product. If permitted by the Contract Documents, a design or job mix formula submitted which is not prepared specifically for this Project shall have been prepared within one year of the date of the Agreement and shall be accompanied by a certification from the testing laboratory stating that the materials proposed for use have the same properties as those previously tested.

Computations: Calculation required to arrive at the design of a particular item submitted as a shop drawing.

Schedule of Submittals: On Call Construction Services (All submittals shall be in 2 copies)			Manufacturer & Data & Source	Shop Drawings	Samples	Certificates	Guarantees	Lab Test Reports	Maintenance Manuals	Special Tools	Lubrication Charts & Grease Specs	Spare Parts List Recommended	Factory Representative Req. for Install.	Field Test Reports	Design Mix & Supporting Documents	Computations
Backfill & Subgrade								X						X		
Borrow								X						X		
Gravel Base Course Aggregate								X						X	X	
Plant Mix Bituminous Pavement								X						X	X	
Bituminous Material & Hydrated Lime						X										
Tack Coat																
Prime Coat						X										
Concrete					X			X						X	X	
Aggregate for Concrete								X								
Cement						X										
Concrete Admixtures						X										
Reinforcing Steel						X		X								
MH Ring & Cover Set																
Sign Posts						X										
Signs Materials / Reflective Tape, etc.						X										
Paint & Striping						X		X								
Silicone Acrylic Concrete Stain																
Seeding						X									X	
Signal & Lighting Items				X		X										
Irrigation Items				X		X								X		

106.5 FOREIGN MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.

106.6 STORAGE OF MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.

106.8 DEPARTMENT-PROVIDES MATERIAL. Delete this title and replace with "NON-CONTRACTOR FURNISHED MATERIAL". Replace the words "the Department" with "others".

106.9 MATERIALS DESIGNATED BY TRADE NAME - Replace the word "Department" with "Owner" throughout the subsection.

106.10 EQUIPMENT GUARANTEES AND WARRANTIES. Replace the word "Department" with "Owner" throughout. In the second sentence replace the wording "one year" with "two years", and add to this subsection the following:

"General Guaranty"

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two years from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness."**

106.12 PREFERENCE FOR DOMESTIC MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.

SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS, AND RESPONSIBILITY TO THE PUBLIC.

107.1 LAWS TO BE OBSERVED. First paragraph, last sentence, replace "state" with "Owner".

107.3 COMPLIANCE WITH PAYMENT OF TAXES. Replace the word "Department" with "Owner".

107.4 GROSS RECEIPT TAXES, INDIAN BUSINESS ACTIVITY, AND TRIBAL EMPLOYMENT RIGHTS ORGANIZATION TAXES. Replace the word "Department" with "Owner" throughout the subsection.

107.5 PATENTED DEVICES, MATERIALS, AND PROCESS. Replace the word "Department" with "Owner" throughout the subsection.

107.6 RESTORATION OF SURFACES OPENED BY PERMIT. First paragraph replace “Department with "Owner" and delete "municipal or County authorities,”. Second paragraph, delete the last sentence and replace with "Individuals, firms or corporations wishing to make an opening in the highway surface must secure a permit from the New Mexico State Highway and Transportation Department and the Owner. The Contractor shall allow parties bearing said permits, and only those parties, to make openings in the highway.

107.7 FEDERAL AID PROVISION. Replace the word "Department" with "City".

107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS. Replace the word "Department" with "City".

107.10 RAILROADS. Replace the word "Department" with "Owner" throughout the subsection.

107.12 ENVIRONMENTAL, HAZARDOUS MATERIALS AND CULTURAL RESOURCE DISCOVERIES. Replace the word "Department" with "Owner" throughout the subsection.

107.13 CONTRACTOR’S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES. Replace the word "Department" with "Owner".

107.14 CONTRACTOR’S RESPONSIBILITY FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION. Replace the word "Department" with "Owner".

107.18 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY. Replace the word "Department" with "Owner".

107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND. Replace the word "Department" with "Owner".

107.20 CONTRACTOR’S RESPONSIBILITY. Replace the word "Department" with "Owner" throughout the subsection.

107.21 CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. In the fourth paragraph replace the word "State" with "City".

107.22 FURNISHING RIGHT OF WAY. Replace the word “Department” with “Owner”.

107.23 PERSONAL LIABILITY OF PUBLIC OFFICALS. Replace the word “Department” with “Owner” throughout the subsection.

107.24 NO THIRD-PARTY LIABILITY. Replace the word “Department” with “Owner” throughout the subsection.

107.25 INSURANCE REQUIREMENTS. Replace the word “Department” with “Owner” throughout the subsection.

107.26 NO WAIVER OF LEGAL RIGHTS. Replace the word "Department" with "City" throughout the subsection.

107.27 CONTRACTORS RESPONSIBILITY FOR THE TRAVELING PUBLIC. In the subsection second paragraph replace the word "Department" with "City".

SECTION 108 - PROSECUTION AND PROGRESS.

108.1 SUBCONTRACTING. Replace the word "Department" with "Owner" throughout the subsection.

108.2 NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE. Replace the word "Department" with "Owner" throughout the subsection.

108.3 SCHEDULE. Replace the word "Department" with "Owner" throughout the subsection.

108.4 UNSATISFACTORY PROGRESS OF WORK. Replace the word "Department" with "Owner" throughout the subsection.

108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the word “Department” with “Owner” throughout the subsection.

108.7 FAILURE TO COMPLETE ON TIME. Replace the word "Department" with "Owner" throughout

the subsection.

108.8 LIQUIDATED DAMAGES. Replace the word "Department" with "Owner" throughout the subsection.

108.9 DEFAULT OF CONTRACT. Replace the word "Department" with "Owner throughout the subsection.

108.10 TERMINATION OF CONTRACT; NO FAULT OF CONTRACTOR. Replace the word "Department" with "Owner" throughout the subsection.

SECTION 109 - MEASUREMENT AND PAYMENT.

109.1 MEASUREMENT OF QUANTITY. Replace the word "Department" with "Owner throughout the subsection.

109.2 APPROVED EQUIPMENT RENTAL RATES. Replace the word "Department" with "Owner throughout the subsection.

109.3 SCOPE OF PAYMENT. Replace the word "Department" with "Owner throughout the subsection.

109.4 COMPENSATION FOR OVERRUN / UNDERRUN QUANTITIES. Replace the word "Department" with "Owner throughout the subsection.

109.5 PAYMENT FOR CHANGES, DIFFERING SITE CONDITIONS, AND EXTRA WORK. Replace the word "Department" with "Owner throughout the subsection.

109.6 FORCE ACCOUNT. Replace the word "Department" with "Owner throughout the subsection.

109.7 ELIMINATED ITEMS. Replace the word "Department" with "Owner throughout the subsection.

109.8 PROGRESS PAYMENTS. Replace the word "Department" to "Owner" throughout. Fourth paragraph after "Accepted by the Project Manager" add "and Owner".

109.10 PROJECT CLOSURE. Replace the word "Department" with "Owner" throughout the subsection.

109.11 COMPENSATION FOR CLAIMS. Replace the word “Department” with “Owner” throughout the subsection.

End of Division 100 – General Provisions

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F. SPECIAL PROVISIONS

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NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.1. SECTIONS 303 – 518: WORK INCLUDED IN PAYMENT

303 BASE COURSE
403 OPEN GRADED FRICTION COURSE (NON-QLA)
412 HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT
413 SINGLE-MACHINE HOT IN-PLACE SURFACE REPAVING
415 PAVEMENT SURFACE RESTORATION
416 MINOR PAVING
417 MISCELLANEOUS PAVING
451 PORTLAND CEMENT CONCRETE PAVEMENT
517 PRECAST CONCRETE STRUCTURES
518 PRE-STRESSED CONCRETE MEMBERS

All provisions of these sections in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

303.5.1 WORK INCLUDED IN PAYMENT
403.5.2 WORK INCLUDED IN PAYMENT
412.5.1 WORK INCLUDED IN PAYMENT
413.5.1 WORK INCLUDED IN PAYMENT
415.5.2 WORK INCLUDED IN PAYMENT
416.5.1 WORK INCLUDED IN PAYMENT
417.5.1 WORK INCLUDED IN PAYMENT
451.5.2 WORK INCLUDED IN PAYMENT
517.5.1 WORK INCLUDED IN PAYMENT
518.5.1 WORK INCLUDED IN PAYMENT

Add the following:

The development of the Contractor Quality Control Plan shall be included in the payment and is considered incidental to the completion of this Bid Item. All references to 901.2 "Contractor Quality Control" is for reference only and no separate measurement will be made.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.2. SECTIONS 203 – 609: REPLACE 304 BASE COURSE WITH 303 BASE COURSE

203 EXCAVATION, BORROW, AND EMBANKMENT
405 DETOUR PAVEMENTS
408 PRIME COAT
605 DRAINS
608 SIDEWALIKS, DRIVE PADS AND CONCRETE MEDIAN PAVEMENT
609 CURB AND GUTTER

All provisions of these sections in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

Delete reference to **304 Base Course** and replace with **303 Base Course** for the following subsections:

203.3.3 Rock Cuts

405.3.1 General

408.3.3 Preparation of Surface

605.2.3 Granular Materials

608.2.3 Bed Course Material

609.2.3 Bed Course Material

609.3.1 Foundation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.3. SECTION 201 CLEARING AND GRUBBING

All provisions of SECTION 201 – CLEARING AND GRUBBING of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

Add the following to **201.3 CONSTRUCTION REQUIREMENTS**

201.3.1 GENERAL

The Contractor shall comply with Section 620 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction 2014 Edition for herbicide application.

201.5.1 Work Included in Payment

Selective / Non-Selective Herbicide Application will be paid only if the Plans list this item in the Estimated Quantities table.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR

F.4. SECTION 203-C UNSTABLE SUBGRADE STABILIZATION

All provisions of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

1.0 DESCRIPTION

These specifications cover the requirements for correcting unstable subgrade encountered in non-borrow sections such as cuts or existing grades, due to no fault or neglect of the Contractor. The work includes all materials, labor, equipment, storage, private lab testing, mix-design, sampling, handling, excavation, disposal, tools, removal, placement, hauling, processing with the subgrade, shaping, compacting, surveying, finishing to grade, curing, fees, permits, test-rolling and/or proof-rolling the subgrade including all appurtenances and incidentals necessary to complete the work.

For purpose of this specification, unstable subgrade is defined as subgrade that is soft, gummy, pumping, and/or displaces with applied loading.

When the top 2 feet of the subgrade is stable, but is below Design R-Value, sub-excavation and backfill with Design R-Value material or better shall conform to and be paid as per SECTION 203 - EXCAVATION, BORROW, & EMBANKMENT as subexcavation.

Subgrade modified by this specification is for stabilization only and is not considered in the structural design of the pavement structure; thus no modification of the pavement structure shall be made.

Prior to stabilization, the subgrade shall be proof rolled with a roller having a minimum weight of 30 tons (27 metric tons) to identify unstable subgrade locations. Areas lacking sufficient stability in the opinion of the Project Manager shall be treated as unstable subgrade.

Prior to placement of the base material, the stabilized subgrade shall be proof rolled with a roller having a minimum weight of 30 tons (27 metric tons) and shall exhibit no displacement when proof rolled.

The Contractor may choose any of the options contained in this specification unless otherwise indicated on the plans or in the contract documents and at the contractors option, change to the other option during that project at no additional cost to the Department.

- Option A - Chemically Stabilized Subgrade - This work shall consist of Chemical

Stabilization to stabilize the subgrade. Chemically Stabilized Subgrade includes, but is not limited to, Portland Cement, Lime, etc. or combinations thereof. Chemical testing shall include sulfate content of the subgrade by a testing lab approved by NMDOT Materials Lab. Where sulfate content of the subgrade reaches 2,000 or more parts per million (ppm), chemical stabilization shall not be utilized. Results of the sulfate content lab testing and mix design shall be provided to the NMDOT prior to utilization of the chemical stabilized subgrade alternative. The contractor shall allow the NMDOT 3 working days to review and comment on the sulfate content lab testing and mix design prior to commencing the chemical subgrade stabilization.

- Option B – Mechanically Stabilized Subgrade - This work shall consist of Mechanical Stabilization to stabilize the subgrade. Mechanically Stabilized Subgrade includes, but is not limited to, ripping/drying/replacing, excavation and replacement (replacement material shall meet the design R-value or better within the top 2 feet of subgrade), aggregates, rock, underdrains, geotextiles, geogrid base and/or reinforcement materials, or combinations thereof.

Quantities shown in the plans are an estimate only. The Project Manager shall adjust quantities as field conditions warrant.

2.0 MATERIALS

Materials used must be on the list of Department approved products for its intended use, or be currently accepted under either the Department's Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications, serial drawings or standard drawing.

3.0 CONSTRUCTION REQUIREMENTS

Where unstable subgrade is due to the failure of the Contractor to maintain adequate surface drainage, or is damaged due to the operations or any other fault or neglect of the Contractor, the unstable condition shall be corrected at no expense to the Department.

The Contractor is responsible for making the necessary adjustments in the equipment or operation so that underground utilities and permanent structures are not damaged.

The Contractor shall handle the processing of material in such a manner that the dust or debris created by the operation will not be hazardous to the public or workers.

Stabilized subgrade shall be constructed in such a manner that water will not gather and that proper drainage is assured.

When within the top 6 inches (150 mm) of the subgrade elevation, the stabilized subgrade shall meet the grade and compaction requirements of SECTION 207 SUBGRADE PREPARATION. Additional payment will not be made under Item Number

207000 – "Subgrade Preparation" and quantities will be adjusted as field conditions warrant.

4.0 ACCEPTANCE

The stabilized subgrade shall meet the requirements of SECTION 303 - BASE COURSE subsection 303.3.1 Preparation of Subgrade. Prior to placement of the base material, the stabilized subgrade shall be proof rolled with a roller having a minimum weight of 30 tons (27 metric tons) and shall exhibit no displacement when proof rolled. Stabilized subgrade locations that continue to exhibit displacement are to be corrected at no additional cost to the Department.

5.0 METHOD OF MEASUREMENT

Unstable subgrade stabilization shall be measured by the square yard

6.0 BASIS OF PAYMENT

Unstable subgrade stabilization shall be paid for by the square yard

The unit price bid per square yard shall include all materials including replacement material, labor, equipment, storage, private lab testing, sampling, handling, excavation, disposal, tools, removal, placement, hauling, processing with the subgrade, shaping, compacting, surveying, finishing to grade, curing, fees, permits, and proof-rolling the subgrade including all appurtenances and incidentals necessary to complete the work. Test rolling and/or Proof rolling shall be considered incidental to the contract and will not be measured or paid for separately.

Payment will be made under:

PAY ITEM	PAY UNIT
Unstable Subgrade Stabilization	Square Yard

Note: Excavation and replacement of existing base course to reach the unstable subgrade shall also be considered as included in the payment for the main item and will not be measured or paid for separately.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.5. SECTION 210 EXCAVATION AND BACKFILL FOR MAJOR STRUCTIRES

All provisions of SECTION 210 – EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES of the New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Replace the following sub-section with:

210.2.1 Select Backfill

Use Base Course or select backfill Material composed of stone, crushed stone, crushed or screened gravel, caliche, sand or a combination thereof. Use Material that is free of Deleterious Materials and that does not contain lumps or stones with diameters larger than two (2) inches. Provide select backfill Materials in accordance with AASHTO Soil Classifications A-1, A-2-4 or A-1-a as determined by AASHTO M 145, unless otherwise shown in the Contract.

Do not use Recycled Asphalt Pavement (RAP) as select backfill Materials. Do not use RAP in Base Course used for select backfill.

Replace the following sub-section with:

210.2.2 Approach Slab

Use AASHTO Soil Classifications A-1-a Material or Base Course under the approach slab and extending ten (10) feet beyond the end of the approach for the full width of the abutment and to the depth indicated in the Plans and in accordance with Section 210.3.2 "Compaction".

Delete the following sub-section:

210.3.3 Contractor Certification of Backfill

Replace the following sub-section with:

210.4 METHOD OF MEASUREMENT

The Department will measure Excavation and Backfill for Major Structures as excavation in its original position from the ground surface after excavation of any overburden material to final Plan grade, to the bottom of the Structure or Structure footings, in accordance with the limits shown in the Standard Drawings. For this measurement, ground surface is defined as the bottoms of channel excavations, the template sections of the Roadway cuts, or the undisturbed natural ground surface. This method applies whether or not the Contractor elects to excavate for the Roadway or channel before making the excavation for the Structure. The Department will measure Excavation and Backfill for Major Structures for all grade separation Structures in its original position between the template section of the lower Roadway and the bottom of the footings.

Replace the following sub-section with:

210.5.1 Work Included in Payment

Excavation and Backfill for Major Structures includes the following:

1. Compaction to 95% of maximum density as determined by AASHTO T 180 (Modified Proctor), Method D (TTCP Modified) for 50 ft approach to Bridge abutments;
2. Any temporary shoring of excavations required for construction phasing;
3. Dewatering of excavations for Structure backfill: and
4. Select backfill or Base Course.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.6. SECTION 403 OPEN GRADED FRICTION COURSE (NON-QLA)

All provisions of SECTION 403 – OPEN GRADED FRICTION COURSE (NON-QLA) of the New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete Subsection **403.2.5 Mix Design** and replace with the following:

403.2.5 Mix Design

A Department approved Private Testing Lab will develop the OGFC mix design in accordance with ASTM D 7064, "Standard Practice for Open Graded Friction Course (OGFC) Mix Design", as modified by the New Mexico Department of Transportation State Asphalt Engineer. The mix design shall be signed by a professional Engineer licensed by the NM Board of Registration for Professional Engineers and Land Surveyors. The JMF gradation will be within the master range for the specified type of OGFC. The mix design will establish a single percentage of aggregate passing each required sieve size and a single percentage of asphalt Material to be added to the aggregate. The mix design will specify whether to add hydrated lime or anhydrite based material and how much to use. The Mix Design shall identify the minimum and maximum mixing and placement temperatures of the mix. Add a minimum of one percent (1%) hydrated lime or anhydrite based material, include it in the gradation for establishing the mix design.

Delete Subsection **403.3.6.1.1 Suspension of Operations** and replace with the following:

403.3.6.1.1 Suspension of Operations

If one (1) or more properties listed in Subsection 403.3.6.2, Department Quality Assurance, fail to meet the specification requirements for a period of one (1) Day or a maximum production of 1000 tons; the production will be halted by the Project Manager. Use the gradation information to determine causes or factors that may be a contribution to the problem and prepare a plan to solve the problem. Approval of the plan must be obtained from the Project Manager before resumption of paving operations. Upon approval of the proposed plan, the Contractor may resume operations to determine if the actions taken have corrected the problem. Limit production to 1000 tons that will be tested in 500 ton increments. If that testing indicates that the problem has been corrected, the Contractor may resume full operations. If the problem has not been corrected, further trial runs and testing as described herein will be required. Take

corrective action to remedy any property of the mix that is out of specification. Contractors who elect to produce Material that is not within the specification limits do so at their own risk. Price reductions due to out of specification Material being placed will be deducted from the unit price of the item in accordance with the Department's current Acceptance and Price Reduction Procedures. All Material that is rejected shall be removed and replaced with specification Material at the Contractor's expense. Material that is improperly graded or segregated or fails to meet the requirements herein provided shall be corrected or removed and disposed of immediately as directed by the Project Manager at the Contractor's expense.

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F.7. SECTION 423 HOT MIX ASPHALT – SUPERPAVE (QLA AND NON-QLA)

All provisions of SECTION 423 – HOT MIX ASPHALT – SUPERPAVE (QLA AND NON-QLA) of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete Subsection **423.3.4.2 Haul Equipment** in its entirety and replace with the following:

423.3.4.2 Haul Equipment

Haul asphalt mixtures with trucks that are tarped and have tight, clean, smooth metal beds and a thin coat (a minimal amount) of Department approved release agent to prevent the mixture from adhering to the bed. Do not use release agents derived from petroleum derivatives, including but not limited to diesel fuel that contaminate or alter the characteristics of the mix.

Delete Subsection **423.3.5.7 Test Strip & Shakedown Period** in its entirety and replace with the following:

423.3.5.7 Test Strip & Shakedown Period

Construct a test strip for each HMA mix design to be incorporated in the project prior to placing the material on mainline. The test strip will consist of a maximum of 1,000 tons, the minimum test strip size will be 500 tons or as approved by the Project Manager. Construct the test strip on shoulders, low volume segments of the pavement, or area approved by the Project Manager.

Obtain a minimum of three (3) Contractor and three (3) agency samples to evaluate the JMF, process control, and placement operations. If necessary, based on the results obtained from the test strip, develop a revised JMF, modify placement operations, and/or implement adjustments to process control procedures. Production and placement operations performed prior to approval of a revised JMF are at the Contractor's risk.

The test strip will be evaluated for acceptance according to Table 423.3.5.7:1 "Test Strip Acceptance Limits". If accepted, the test strip will be paid at the unit price for HMA Complete or HMA per Section 423.5 "Payment". If rejected, said material shall be handled in accordance with Section 423.3.6.1.3 Adherence to Specifications and Rejection of Non-specification Material. Remove rejected test strip material placed

within the Roadway Prism at no cost to the Department. If the Contractor disagrees with removing and replacing unacceptable material placed in test strips outside the Roadway Prism, the Assistant District Engineer for Construction, based on engineering judgment, will decide if the material can remain in place with a maximum pay factor of 50%, or shall be removed and replaced at no cost to the Department.

If the test strip is rejected, construct a subsequent test strip. Do not proceed to full production until an accepted test strip is produced. After the test strip is accepted, continue to evaluate the mix properties and the JMF during the placement of the first two (2) sublots in the first lot. Changes may be made to the JMF or the mix proportions and/or properties with the concurrence of the State Materials Bureau, Project Manager, and Assistant District Engineer for Construction. For changes made prior to the completion of the first two (2) sublots, the adjustments will be applied to the entire lot for purposes of payment.

The Project Manager may waive test strip requirements for the Project, if requested by the Contractor based on prior experience with the JMF.

For QLA Projects, the Shakedown Period is defined as the first two (2) sublots produced in the first lot.

For Non-QLA Projects, the Shakedown Period is defined as the test strip. As the test strip is placed, evaluate the mix properties and the JMF. Changes may be made to the JMF or the mix proportions and/or properties with the concurrence of the State Materials Bureau, Project Manager, and the Assistant District Engineer for Construction.

Table 423.3.5.7:1
Test Strip Acceptance Testing Limits [a,c]

Characteristic	Allowable Tolerances from TV
Air Voids, %	± 2.0
Pavement Density %[c]	90% to 97%
Hydrated Lime or Anhydrite Based Material %	±0.2%
Voids in the Mineral Aggregate (VMA), % [a]	± 2.0
Asphalt Content %[a,b]	± 0.50

[a] Asphalt Content will be determined using AASHTO T308 as modified by TTCP.

[b] HMA will not be rejected based on Asphalt Content Determined by AASHTO T 308

[c] Acceptance will be based on the average test values.

Include the following to Subsection **423.3.7 Dispute Resolution**:

423.3.7 Dispute Resolution

Include the following to the list of possible Laboratory selections:

The State Asphalt Engineer will select a Laboratory, without disclosing the name of the lab to Department Project personnel or Contractor personnel from the following, not in priority order:

3. State Materials Bureau Laboratory

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F.8. SECTION 451 PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (NON-QLA)

All provisions of SECTION 451 – PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (Non-QLA) of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete subsection **451.3.9.1 Contractor Quality Control,** and replace with the following;

451.3.9.1 Contractor Quality Control

See Section 450.3.10.1, "Contractor Quality Control"

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F.9. SECTION 606 METAL AND CONCRETE WALL BARRIER

All provisions of SECTION 606 – METAL AND CONCRETE WALL BARRIER of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete Section 606 METAL AND CONCRETE WALL BARRIER in its entirety and replace with the following:

606.1 DESCRIPTION

This Work consists of constructing guardrail (also referred to as metal barrier), cable barrier, concrete wall barrier (CWB), end treatments, transitions, and protection systems.

606.2 MATERIALS

606.2.1 Guardrail

The types of guardrail are as follows:

Single face W-beam guardrail;
Double faced W-beam guardrail;
Single face Thrie beam guardrail; and
Double faced Thrie beam guardrail.

Each guardrail type shall have galvanized rail elements unless corrosion-resistant "weathering" rail is specified. Use Materials for guardrail installations in accordance with the AASHTO Task Force 13 *Guide to Standardized Highway Barrier Hardware*.

If double nested W-beam or thrie beam guardrail is specified, a second rail element shall be added to each face.

606.2.1.1 Rail Elements

606.2.1.1.1 Galvanized Guardrail

Provide W-beam and thrie beam rail elements with a corrugated beam in accordance with AASHTO M 180, Type 2, Class A.

Galvanize steel rail elements before or after fabrication in accordance with AASHTO M 180 if necessary.

Provide required hardware and fittings in accordance with AASHTO M 30 for the specified diameter and strength class.

606.2.1.1.2 Weathering Guardrail

Provide corrosion-resistant "weathering" W-beam and thrie beam Materials if specified in the Contract. Weathering W-beam and thrie beam Materials shall consist of A 606 Type 4 steel, be in accordance with AASHTO M 180, Class A, Type 4 standards, and shall ensure they have a corrosion resistance at least four times that of plain carbon steel.

606.2.1.1.3 Double Nested Guardrail

Provide a second rail element attached to each face as specified in the Contract. The second rail element shall have the same galvanization or "weathering" properties as that of the exterior rail element.

606.2.1.2 Fasteners

Unless otherwise specified, galvanize fasteners in accordance with AASHTO M 111 or ASTM A 153. Galvanize after fabrication.

Provide bolts in accordance with ASTM A 307 and nuts in accordance with ASTM A 563, Grade A or better.

Provide fasteners for weathering guardrail in accordance with AASHTO M 180 for Type 4 steel.

606.2.1.3 Posts

606.2.1.3.1 Wood Posts

Do not use wood posts for guardrail unless specifically stipulated in the Contract. Wood posts may be used as part of End Treatments and Transitions if specified by the manufacturer as an integral component of the design. Wood posts shall be southern yellow pine, western larch, ponderosa pine, douglas fir, or lodgepole pine and either rough sawn (unplaned) or S4S with nominal dimensions specified and with a stress grade of at least 1,200 psi.

Use straight posts, without defects, that do not vary more than 1 in. from a straight line connecting both ends.

Perform cutting, framing, routing, and boring before applying preservative treatment to the timber. Use pressure treated wood posts and blocks with petroleum-pentachlorophenol consisting of a maximum of 95% by weight of petroleum oil and a minimum of 5% by weight of pentachlorophenol, with ammoniacal copper arsenite, or

with chromated copper arsenate. Use the empty-cell process for petroleum-pentachlorophenol treatment. Retain a pentachlorophenol amount of at least 0.3 lb. of dry salt per cubic foot of wood. Perform treatment with ammoniacal copper arsenite or chromated copper arsenate in accordance with AWPA C14.

Provide wood preservatives in accordance with AASHTO M 133.

606.2.1.3.2 Structural Shape Posts

Provide structural shape posts in accordance with ASTM A 36 and galvanize them in accordance with ASTM A 123. Do not perform punching, drilling, or cutting after galvanizing. Provide posts for guardrail in accordance with NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features and the AASHTO Manual for Assessing Safety Hardware (MASH).

606.2.1.4 Offset Blocks

606.2.1.4.1 Wood Offset Blocks

Provide wood offset blocks as specified for the guardrail and end treatment type. Wood offset blocks shall be southern yellow pine, western larch, ponderosa pine, douglas fir, or lodgepole pine and either rough sawn (unplaned) or S4S with nominal dimensions specified and with a stress grade of at least 1,200 psi.

The size tolerance of rough-sawn blocks in the direction of the bolt holes will be within ± 1/4 in. of specified dimensions. Only use one combination of post and block for any one continuous length of barrier.

Perform cutting, framing, routing, and boring before applying preservative treatment to the timber. Use pressure treated wood posts and blocks with petroleum-pentachlorophenol consisting of a maximum of 95% by weight of petroleum oil and a minimum of 5% by weight of pentachlorophenol, with ammoniacal copper arsenite, or with chromated copper arsenate. Use the empty-cell process for petroleum-pentachlorophenol treatment. Retain a pentachlorophenol amount of at least 0.3 lb. of dry salt per cubic foot of wood. Perform treatment with ammoniacal copper arsenite or chromated copper arsenate in accordance with AWPA C14.

Provide wood preservatives in accordance with AASHTO M 133.

606.2.1.4.2 Plastic and Composite Offset Blocks

Provide plastic or composite offset blocks as specified for the guardrail and end treatment type and in accordance with the Department's Approved Products List.

Ensure Suppliers of plastic or composite blocks proposed for inclusion on the Department's Approved Products List submit certification to the Project Manager for

approval by the State Traffic Engineer.

606.2.2 Cable Barrier

Reserved.

606.2.3 Concrete Wall Barrier (CWB)

The types of CWB are as follows:

1. Slip-formed CWB;
2. Cast-in-place CWB; and
3. Precast CWB.

Use Class A concrete in accordance with Section 509, "Portland Cement Concrete Mix Designs." Provide reinforcing steel in accordance with Section 540, "Steel Reinforcement." Provide preformed asphalt joint filler in accordance with AASHTO M 213. Provide penetrating water repellent in accordance with Section 532, "Penetrating Water Repellent Treatment."

A 3/8" diameter, ASTM A416 Grade 270, AASHTO M 203M, uncoated seven-wire steel strands may be substituted for the AASHTO M31, Grade 60 deformed bars provided that the steel strands are uncoated, clean and free from dirt, loose rust, oil, grease or other Deleterious Material, for Slip-formed CWB.

606.2.3.1 CWB Steel Access Panel

Provide and install CWB steel access panels in accordance with the Plans or as directed by the Project Manager.

Contour the steel access panel to the shape of and flush with the CWB. The Department will not allow the steel access panel to compromise the structural integrity and performance of the CWB assembly. Provide steel in accordance with AASHTO M 270, Grade 36. Coat the steel access panel in accordance with Section 545, "Protective Coating of Miscellaneous Structural Steel."

606.2.4 End Treatments

The types of end treatments are as follows:

End Treatment – W-beam TL-3 end terminal (for all speeds);
End Treatment – W-beam TL-2 end terminal (for speeds of 40 mph or less);
End Treatment – W-beam end anchor;
End Treatment – Thrie beam end anchor; and
End Treatment – W-beam driveway end anchor (for curved guardrail for minor approaches and driveways).

Provide End Treatments on the Department's *Approved Products List* that have been tested in accordance with NCHRP Report 350 and the AASHTO Manual for Assessing Safety Hardware (MASH). The manufacturer will sign and notarize certification stating that the Materials have met testing requirements.

Suppliers of guardrail end treatments proposed for inclusion on the Department's *Approved Products List* shall submit certification for approval by the State Traffic Engineer.

W-Beam TL-3 End Terminals shall be FHWA accepted for Test Level 3 (TL-3) and may be used for all posted speeds.

W-Beam TL-2 End Terminals shall be FHWA accepted for Test Level 2 (TL-2) and may be used for posted speeds of 40 mph or less.

W-Beam End Anchors are end anchors that have been FHWA accepted for use on the downstream end of W-beam guardrail runs when a crash-worthy TL-3 or TL- 2 terminal is not required.

Thrie Beam End Anchors are end anchors that have been FHWA accepted for use on the downstream end of thrie beam guardrail runs when a crash-worthy TL-3 or TL-2 end terminal is not required.

Driveway End Anchors are end anchors that have been FHWA accepted for use on curved W-beam guardrail installations at minor roadway intersections such as low speed driveways and roadway approaches to the main highway. Driveway End Anchors should only be used when there is insufficient room to properly install a TL-2 End Treatment on the minor approaches and driveways. Driveway End Anchors shall not be used on the mainline. Refer to FHWA Technical Advisory T-5040.32 for additional details.

606.2.5 Transitions

Transition types may include the following or others as specified in the Contract:

Transition from W-Beam to thrie beam;
Transition from guardrail to rigid barrier;
Transition from existing barrier to 31" barrier.

The manufacturer will sign and notarize certification stating that the Materials used in the transitions have met testing requirements.

Transitions shall be measured and paid by each as detailed in the Contract. Transitions that are integral to the design of End Treatments shall be considered to be part of the end treatment design and shall not be measured or paid separately.

606.2.6 Protection Systems

Protection Systems may include the following or others as specified in the Contract:

Median Protection System;
Drainage Structure Protection System.

Each system is comprised of W-beam, thrie beam, and expansion/reducer sections working in conjunction to provide increased protection for bridge piers, fixed objects and drainage structures. The minimum lengths required for each component of the system, as well as the required post spacing, shall be as indicated in the Contract.

Protection Systems shall be measured and paid by the linear foot as detailed in the Contract.

606.2.7 Materials Certification

Provide MTRs, and other test reports of the metal and the coating, to the Project Manager, certifying that the Materials and fabrication are in accordance with these specifications. Fabrication shall be done by an identifiable source.

606.2.8 Member Identification and Marking

Ensure the manufacturer permanently stamps the specific type of guardrail end treatment at each location to correspond with those shown on the shop drawings provided to the Project Manager, so that each is readily identifiable in the field.

606.2.9 Reflective Barrier Delineators

Provide amber-colored reflective barrier delineators for median barriers and white reflectors for shoulder-side barriers in accordance with the Contract and Section 703, "Traffic Markers."

Place reflective barrier delineators back to back on median barriers.

606.3 CONSTRUCTION REQUIREMENTS

During construction, prevent exposed metal or concrete barrier ends from creating a hazard to the traveling public.

606.3.1 Guardrail Installation

Position steel parts stored in transit, in open cars or trucks, or outside in yards or at job sites to allow free drainage and air circulation. Handle fabricated steel parts to avoid gouges, scratches, and dents.

Keep the steel clean of Deleterious Material. If the Contract specifies a weathering

guardrail, the Department will not consider natural oxidation (mill scale) to be Deleterious Material and will not allow galvanizing, blast cleaning, or pickling of weathering guardrail to remove the mill scale.

Draw bolts tight (except adjustment bolts). Use bolts that are long enough to extend beyond the nuts.

606.3.1.1 Posts

Set posts plumb, in hand-dug or mechanically made holes, or by driving. If upward vertical adjustment of posts is necessary, remove and reinstall the post.

When driving, avoid battering or distorting the posts. For steel posts, drive post to within 1 in. maximum above the top of the rail. The Department will allow the Contractor to drive steel posts through asphalt surfacing but a leaveout must be constructed. The Contractor shall not drive wooden posts through asphalt surfacing, unless the Contractor precuts or drills guide holes through the asphalt Material and a leaveout is provided.

When foundation tubes used with the Wood Breakaway Post are driven, they shall be driven prior to installing the wood post.

Perform post drilling and driving that does not cause bulging, distressing, or other disturbance of the asphalt surface.

Should bulging or other distress of the asphalt surfacing occur when driving steel posts, remove and reinstall these posts using guide holes drilled through the asphalt surfacing. Make the guide holes with a maximum diameter in accordance with Table 606.3.1.1:1, "Required Guide Hole Diameter."

Table 606.3.1.1
Required Guide Hole Diameter

Type	Maximum diameter
Round wood	Diameter of post
Square wood	Dimension of side
Steel shape	Dimension of least side

After precutting or drilling the guide holes, if bulging or other distress of the asphalt surfacing occurs or if posts cannot be driven to the specified depths, cease the driving, remove the posts, and extend the guide holes as necessary.

Backfill and compact postholes with acceptable Material, such as base course or cold mix, placed in thin layers, to within 2 in. of the surface grade. When posts are

restrained by rock, asphalt, or concrete, construct a leaveout area that extends a minimum of 7" behind the post. Fill the leaveout cavity with a lean grout material with a 28-day compressive strength of 120 psi or less. When posts are not restrained by rock, asphalt, or concrete, continue filling and compacting the cavity with soil.

606.3.1.2 Metal Rail

Erect smooth and continuous rail elements. Overlap rails in the same direction as the traffic flow of the nearest lane. The Department will only allow such drilling or cutting that is necessary for special connections and for sampling in the field.

Shop-fabricate curved rails having a radius of 150 ft. or less to the appropriate curvature specified in the Plans.

606.3.1.3 Repair of Damaged Coating

If the galvanizing of guardrail or appurtenances is damaged, repair the coating by galvanizing or by coating with two coats of zinc dust-zinc oxide paint in accordance with Federal Specification TT-P-641 or Military Specification ML-P-21035.

606.3.2 Cable Barrier Installation

Reserved.

606.3.3 Concrete Wall Barrier Installation

606.3.3.1 Concrete Wall Barrier Fabrication

Fabricate CWB in accordance with Section 510, “Portland Cement Concrete,” and Section 511, “Concrete Structures.”

Construct temporary precast CWB in accordance with the Plans.

Construct permanent CWB in accordance with the Plans. Ensure that the top of the completed barrier does not deviate from the Plans more than ± 0.19 in. Place reinforcement in accordance with Section 540. Give the CWB a Class 2, Rubbed Surface Finish, or Class 4, Special Surface Finish, in accordance with Section 511.3.8, “Finishing.”

The reinforcement shall be placed as shown on the approved drawings. When substituting steel strands caution must be taken to prevent and avoid displacement from detailed orientation.

If the manufacturer requires sandblasting, do not displace mortar used in the surface finish from the bubble pockets, pits, depressions, and honeycombs.

Cure CWB in accordance with Section 511.3.9, "Curing."

Treat the entire exposed surfaces of CWB with penetrating water-repellent treatment in accordance with Section 532, "Penetrating Water Repellent Treatment."

When called for in the Contract, apply penetrating water repellent first, then the Special Surface Finish.

The Department will not require fly ash in the PCC used to fabricate temporary traffic control CWB.

606.3.3.2 Concrete Wall Barrier Joint Treatment

When sawing transverse weakened-plane joints, perform the sawing after the concrete has hardened enough to prevent raveling, crumbling, or shape deformation. Saw control joints at 10 ft. intervals. After completing the sawing operations, clean the sawed area of debris.

Make a construction joint after the day's permanent placement operations and at locations when concrete placement is interrupted for 30 min or more.

606.3.3.3 Concrete Wall Barrier Installation

Construct footings and foundations, and prepare the Subgrade as necessary, before placing the CWB.

Construct vertically offset (atypical) CWB as specified in the Plans.

606.3.3.3.1 Temporary Concrete Wall Barrier Requirements

Precast temporary CWB as specified in the Plans. Do not intermix CWB of different designs. Set temporary CWB in accordance with the Contract and the approved traffic control plan. Provide necessary loading, hauling, and unloading at designated sites.

The Contractor shall reset the CWB during construction, as required by the Contract.

After completing the project, remove, load, haul, unload, and stockpile the State-retained or State-provided CWB at the locations required in the Contract or as directed by the Project Manager.

Ensure that State-retained CWB, State-provided CWB, and Contractor-retained temporary CWB are in accordance with Section 606.3.2, "Concrete Wall Barrier."

606.3.3.3.2 Temporary Concrete Wall Barrier (Contractor-Retained CWB)

If the Contract specifies Contractor-retained temporary CWB, provide new or used CWB.

Contractor-retained temporary CWB will remain the property of the Contractor upon completion of the project.

Provide connecting hardware for the CWB assembly.

606.3.3.3.3 Temporary Concrete Wall Barrier (State-Retained Concrete Wall Barrier)

If the Contract specifies State-retained CWB, provide new CWB.

Temporary CWB (State-retained CWB), including shop drawings and connecting hardware, as approved by the Project Manager, will become the property of the Department upon completion of the project.

Remove and dispose of state retained CWB that is not, in the opinion of the Project Manager, in satisfactory condition at or before final stockpile location.

606.3.3.3.4 State-Provided Concrete Wall Barrier

If the Contract specifies State-provided CWB, load, haul, and unload State-provided CWB from origins to destinations.

State-provided CWB will remain the property of the Department upon completion of the project.

If using State-provided CWB, provide connecting hardware for the CWB assembly, if missing from the CWB units.

606.3.4 End Treatment Installation

Fabricate and install end treatment systems in accordance with the manufacturer's recommendations and approved shop drawings.

Install posts in accordance with Section 606.3.1.1, with the following exceptions:

1. Confirm site grading is as specified;
2. Set end treatment breakaway posts plumb in hand-dug or mechanically made holes;
3. Backfill postholes with existing soil materials or Base Course;
4. Backfill postholes in 6 in. lifts and rod each lift to within 2 in. of the surface grade;
5. Construct leaveouts when posts are restrained by rock, asphalt, or concrete.
6. Fill and crown the remaining depth of the hole with acceptable Material per the manufacturer's recommendations. Do not crown more than 2 in. above final grade; and
7. Ensure that foundation tubes do not project more than 4 in. above the ground.

Immediately repair traffic damage to barrier components.

606.3.5 Transition Installation

Fabricate and install Transitions in accordance with project plans and approved drawings. Install posts in accordance with Section 606.3.1.1 and Section 606.3.4.

606.3.6 Protection System Installation

Fabricate and install Protection Systems in accordance with the project plans and approved drawings.

Install posts in accordance with Section 606.3.1.1 and Section 606.3.4. Assembly and installation of each component of the Protection System shall be supervised at all times by the Contractor's representative.
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606.3.7 Embankment Grading Requirements

Compact Embankment Material to 95% of maximum Proctor density. Unless otherwise specified in the Contract, the ground surface between the edge of the shoulder and the hinge point of the slope behind the guardrail shall be graded at 10:1 (H:V) or flatter. Warp all grade transitions to create smooth surface contours.

Include the cost of the embankment material, placement, and grading in the cost of the guardrail.

606.3.8 Drainage Requirements

Provide guardrail drainage components as specified in the Contract. Drainage features may include asphalt paving beneath the guardrail and an asphalt curb to direct surface runoff.

When asphalt paving is specified in the project plans, a minimum thickness of 1 ½ inches of hot mix asphalt shall be placed and compacted beneath the guardrail area. Leaveouts shall be constructed at the post locations.

Asphalt curbs may be used to direct surface runoff as specified in the project plans. Concrete or metal curbs are not allowed. For Transitions from guardrail to rigid barrier, do not extend the asphalt curb beyond the thrie beam to W-beam reducer element. If additional curb length is needed, then extend the curb through the entire Transition and add 12.5 ft. of nested W-beam adjacent to and upstream of the thrie beam to W-beam reducer element. All asphalt curbs shall be placed below the guardrail offset block and directly in front of the post.

Include the cost of the drainage elements in the cost of the guardrail.

606.3.9 Vegetation Management Requirements

Provide vegetation management as specified in the Contract. Vegetation management may consist of asphalt paving, asphalt or concrete mow strips, or application of an approved herbicide.

When asphalt paving is specified in the project plans, a minimum thickness of 1 ½ inches of hot mix asphalt shall be placed and compacted beneath the guardrail area. Leaveouts shall be constructed at the post locations.

When mow strips are specified in the project plans, the mow strip shall consist of either asphalt pavement or concrete reinforced with either wire mesh or synthetic fibers. Mow strips shall be a minimum of 3 in. and a maximum of 8 in. in thickness. Leaveouts shall be constructed at the post locations.

Include the cost of the vegetation management elements in the cost of the guardrail.

606.4 METHOD OF MEASUREMENT

606.4.1 Guardrail Measurement

Guardrail will be measured and paid in linear feet of guardrail that has been satisfactorily completed and accepted, exclusive of that length of guardrail that is within the pay limits of end treatments and transitions, as specified. Measurement will be made along the centerline of the barrier.

Weathering Guardrail will be measured and paid in linear feet of guardrail that has been satisfactorily completed and accepted, exclusive of that length of guardrail that is within the pay limits of end treatments and transitions, as specified. Measurement will be made along the centerline of the barrier.

Curved Guardrail will be measured and paid as linear feet of standard *Guardrail*.

606.4.2 Cable Barrier Measurement

Cable Barrier will be measured and paid in linear feet of barrier that has been satisfactorily completed and accepted, exclusive of that length of barrier that is within the pay limits of end treatments and transitions, as specified. Measurement will be made from center to center of the outermost post in the length of cable barrier being measured.

606.4.3 Concrete Wall Barrier Measurement

Concrete Wall Barrier will be measured along the centerline of the barrier.

606.4.4 End Treatment Measurement

End Treatments will be measured and paid in units of each completed and accepted,

inclusive of integral transition sections connecting the End Treatment to the corresponding guardrail, cable barrier, or concrete wall barrier. Each End Treatment is inclusive of all necessary posts, blocks, connections, anchorage, fasteners, grading, drainage elements, and vegetation management components.

606.4.5 Transition Measurement

Transitions will be paid by each for transitions that have been satisfactorily completed and accepted. Measurement will be made along the transition centerline and exclusive of that length of barrier that is within the pay limits of end treatments or the corresponding guardrail, cable barrier, or concrete wall barrier. Each Transition is inclusive of all necessary anchorage fasteners, grading, drainage elements, and vegetation management components.

606.4.6 Protection System Measurement

Protection Systems will be measured and paid in units of linear feet of the protection system that has been satisfactorily completed and accepted. Measurement will be made along the protection system centerline and exclusive of that length of barrier that is within the pay limits of end treatments. Each Protection System is inclusive of all necessary anchorage, fasteners, grading, drainage elements, and vegetation management components.

606.4.7 Removal and Reinstall Guardrail

Remove and Reinstall Guardrail will be measured and paid in linear feet of guardrail that has been satisfactorily removed, replaced, and accepted exclusive of end treatments and transitions. Measurement will be made along the railing face center to center of the outermost post in the length of guardrail being measured.

606.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Guardrail	Linear Foot
Weathering Guardrail	Linear Foot
End Treatments	Each
Transitions	Each
Protection Systems	Linear Foot
Remove and Reinstall Guardrail	Linear Foot
Concrete Wall Barrier	Linear Foot
Temporary Concrete Wall Barrier	Linear Foot
Resetting of CWB	Linear Foot
State-Furnished CWB	Linear Foot
Temporary CWB Retained by the Contractor	Linear Foot
Concrete Wall Barrier (Modified)	Linear Foot

Concrete Wall Barrier (Half Section) Linear Foot

606.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

A. All loading, hauling, unloading, stockpiling, or disposal;
B. Moving or removal of temporary barrier;
C. Footings and foundations;
D. Offset Blocks;
E. Reflective sheeting and reflectors installed on guardrail, cable barrier, end treatments, and transitions;
F. End treatment posts, sleeves, anchors, barrier rail and impact head;
G. Cable tensioning;
H. Backfilling and compacting of holes created by removal and installation of posts;
I. Embankment material and grading;
J. Placement and compaction of asphalt material;
K. Construction of mow strips;
L. Construction of post leaveouts;
M. Construction of asphalt curbs;
N. Patching material at posts;
O. All connecting hardware;
P. Reflective barrier delineators installed on permanent and temporary CWB;
Q. Curing of CWB and application of penetrating water-repellent treatment;
R. Connection pins for temporary CWB;
S. Concrete wall barrier access panel; and
T. Reinforcing Steel.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.10. SECTION 607 FENCE

All provisions of SECTION 607 – FENCE of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete **607.2.2.2 Posts** and replace with the following:

Provide metal or wood corner, brace, intermediate brace gate, and line posts of the specified type, size, and length in accordance with the Contract.

Permanently cap all vertical metal pipe on fence and gate supports. Ensure that the top coating and color of the pipe is maintained.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.11. SECTION 632 REVEGETATION

All provisions of SECTION 632– REVEGETATION of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

632.3 CONSTRUCTION REQUIREMENTS

Delete 2. at the bottom of **Table 632.3.2:1 Material and Operations for Classes of Seeding** and replace with the following;

2. Class C = seeding with hydroseeder; soil preparation, BFM (slopes steeper than 3:1)

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR

F.12. SECTION 702-C TRAFFIC CONTROL DEVICES DURING CONSTRUCTION

All provisions of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

1.0 DESCRIPTION.

1.01 This work shall consist of implementing the necessary traffic control during construction in conformance with the contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the contract traffic control plan detailed in the construction plans to the Project Manager, for review and approval by the District Traffic Engineer/or Local Government Agency Engineer or designee, prior to beginning construction operations.

1.02 The Contractor shall furnish all materials, tools, labor, equipment and all other appurtenances necessary to complete the work. The materials shall include, all interim and temporary signing, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the District Traffic Engineer including all setups and resetting of devices.

1.03 Submittals. The Contractor shall submit a summary of all necessary traffic control devices for this project in the format shown as TABLE 1 to the Project Manager at least two (2) weeks prior to the pre-construction conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with appropriate supporting sections referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated work and materials defined in the appropriate supporting section of the standard specifications, including all revisions. The Contractor will not be allowed to initiate any work on the project until TABLE 1 has been provided to the Project Manager.

TABLE 1

SUPPORTING SECTION	DEVICE DESCRIPTION	UNIT OF MEASURE	QTY.	UNIT COST	TOTAL COST
SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION					
SS 702	CONSTRUCTION SIGNING	SQ. FT.			
SS 702	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION SIGNING	LIN. FT.			
SS 702	BARRICADE, TYPE I	EACH			
SS 702	BARRICADE, TYPE II	EACH			
SS 702	BARRICADE, TYPE III-1.8 m	EACH			
SS 702	BARRICADE, TYPE III-2.4 m	EACH			
SS 702	VERTICAL PANEL, TYPE SINGLE	EACH			
SS 702	VERTICAL PANEL, TYPE BACK TO BACK	EACH			
SS 702	CONSTRUCTION TRAFFIC MARKER	EACH			
SS 702	PORTABLE SIGN SUPPORT	EACH			
SS 702	CHANNELIZATION DEVICES TYPE DRUM	EACH			
SS 702	TRAFFIC CONES	EACH			
SS 702	SEQUENTIAL ARROW DISPLAY	EACH			
SECTION 704 - PAVEMENT MARKINGS					
SS 704	RETROREFLECTORIZED PAINTED MARKINGS	LIN. FT.			
SS 704	REMOVABLE MARKING TAPE	LIN. FT.			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TD	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TG	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TH	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TJ	EACH			
SECTION 721 - PAVEMENT MARKING REMOVAL					
SS 721	REMOVAL OF PAVEMENT STRIPE	LN. FT.			
SS 721	REMOVAL OF PAVEMENT MARKING	EACH			
TOTAL FOR ITEM # 702810 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (LUMP SUM)				**$**	

2.0 MATERIALS.

2.01 All materials shall conform to the applicable requirements of SECTION 701 - TRAFFIC SIGNS AND SIGN STRUCTURES, SECTION 702 - CONSTRUCTION TRAFFIC CONTROL DEVICES, and SECTION 704 - PAVEMENT MARKINGS.

3.0 CONSTRUCTION REQUIREMENTS.

3.01 All construction shall be effected by the Contractor in accordance with the applicable plan details and specifications shown in the contract or modifications to the plan details as approved by the District Traffic Engineer.

3.02 All materials and devices shall be maintained and replaced if necessary for the duration of the project in conformance with these specifications.

3.03 Traffic control shall be maintained in conformance with all specifications of SECTION 618 - TRAFFIC CONTROL MANAGEMENT, for the duration of the project.

4.0 METHOD OF MEASUREMENT.

4.01 When specifically designated for measurement and payment in the contract, traffic control devices during construction will be measured as a lump sum unit.

5.0 BASIS OF PAYMENT.

5.01 The accepted work for traffic control devices during construction will be paid for at the contract unit price lump sum. Payment shall be full compensation for furnishing all materials, tools, labor, equipment, hauling, and any other appurtenances necessary to satisfactorily complete and maintain adequate and safe traffic control until completion of the project.

This shall include all interim and temporary signing, temporary striping, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, traffic cones and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the District Traffic Engineer. Setting and resetting of devices shall also be included in payment of this item.

5.03 Traffic Control Devices During Construction shall not be considered as eligible for a cost savings suggestion.

Payment will be made under:

PAY ITEM	PAY UNIT
Traffic Control Devices During Construction	Lump Sum

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.13. SECTION 901 QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

All provisions of SECTION 901 – QUALITY CONTROL/QUALITY ASSURANCE (QC/QA) of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, except as modified herein:

Add subsection **901.4.1 AGGREGATE INDEX** to follow **901.4 EVALUATION OF MATERIALS FOR ACCEPTANCE.**

901.4.1 AGGREGATE INDEX

901.4.1.1 DESCRIPTION

The AI combines test values from the Los Angeles Wear Test, Soundness Loss Test, and Absorption Test. The AI is a single value representing the overall quality of the source from which the aggregates are obtained. Do not use to evaluate individual aggregate stockpile quality.

901.4.1.2 Sampling and Testing Procedures

Determine Los Angeles wear, soundness loss, and absorption values for the AI equation using at least five random test samples obtained from all stockpiles at the source in accordance with AASHTO T 2. Submit all of the five samples to a Department approved private Laboratory for combination into a single sample. The Project Manager or the State Materials Bureau will have a list of approved private laboratories. Extract a representative test sample from the single sample to determine the Los Angeles wear and absorption values. Prepare the sample used to determine the absorption as follows:

Plus 3/4 in	1000 grams
3/4 in to 1/2 in	1000 grams
1/2 in to 3/8 in	1000 grams
3/8 in to #4	1000 grams

Separate the remaining amount of the single sample into five test samples using the procedures in AASHTO T 248. Calculate a soundness loss value for each of these five samples using Table 910.2:1, "Standard Gradation for Soundness Loss Testing."

Table 901.4.1.2:1
Standard Gradation for Soundness Loss Testing

Sieve size	% passing
1 1/4 in	100
1 in	100
3/4 in	79
1/2 in	53
3/8 in	34
No. 4	0

Average the five soundness loss results to obtain the overall soundness loss value for the subject aggregate pit.

901.4.1.3 Testing of Aggregates

Perform the following tests using a Department-approved private Laboratory or the State Materials Bureau:

1. Los Angeles Wear (in accordance with AASHTO T 96, Method B);
2. Soundness loss (in accordance with AASHTO T 104); and
3. Absorption (in accordance with AASHTO T 85 or NMDOT 001 (20066)).

Use the same private Laboratory for the entire project unless otherwise approved (in writing) by the Project Manager.

Obtain samples under the observation of the Project Manager or Department designee. Split samples into two samples in accordance with AASHTO T 248, if requested by the Project Manager. The private Laboratory and the State Materials Bureau will each test one sample. Send copies of test reports to the Project Manager.

901.4.1.4 Frequency of Testing

Submit samples at least once every year to maintain continuous approval of Commercial Material Sources.

901.4.1.5 Equation

Calculate the AI of a coarse aggregate to the nearest whole number in accordance with the following equation**:**

$$AI = \frac{1}{3}\sqrt{LA^{2.2} + SL^{3.0} + A^{4.0}} \qquad (1)$$

Where:

AI is the aggregate index

LA is the Los Angeles Wear, the percent of aggregate wear at 500 revolutions if tested in accordance with AASHTO T 96

SL is the soundness loss of the sample if tested in accordance with AASHTO T 104 using magnesium sulfate with a test duration of 5 cycles and a standard gradation

A is the absorption, the amount of moisture retained if tested in accordance with AASHTO T 85

Example:

1. Determine the L.A. Wear as a whole number – for example, 25;
2. Determine the Soundness Loss as a whole number – for example, 15;
3. Determine the Absorption as a whole number – for example, 3;
4. Calculate the value of the L.A. Wear taken to the 2.2 power – that is, 25^(2.2) = 1189.8;
5. Calculate the value of the Soundness Loss taken to the 3rd power – that is, 15^(3) = 3375;
6. Calculate the value of the Absorption taken to the 4th power – that is, 3^(4) = 81.0;
7. Add the value obtained from steps 4, 5, and 6 – that is, 11.89.8 + 3375 + 81.0 = 4645.8;
8. Determine the square root of Step 7 – that is, √(4658.8) = 68.2;
9. Divide the result from Step 8 by 3 – that is, 68.2 ÷ 3 = 22.7; The A.I. for this sample is 22.7.

901.7 BASIS OF PAYMENT

Replace Table 901.7:5 with the following:

Table 901.7:5

Minimum Process Control Guidelines for Portland Cement Concrete Pavement (QC)

Item	Property	Testing frequency	Test method
Fresh Concrete for PCCP	Unit Weight	1 per 125 yd^3	AASHTO T 121
	Air Entrainment	1 per 125 yd^3	AASHTO T 121
	Slump	1 per 125 yd^3	AASHTO T 119
	Compressive Strength	1 per 125 yd^3	AASHTO T 22, 23, 231
PCCP in Place	Thickness[a]	2 per 2,500 yd^2 [b]	—

[a]Complete corrective Work specified in Section 450.3.5.2, "Surfacing Smoothness Requirements," before determining pavement thickness

[b]Determine thickness by actual survey conducted before and after the construction of the PCCP at fixed, randomly selected locations.

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G. SUPPLEMENTAL SPECIFICATIONS

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CITY OF SANTA FE
ON CALL CONSTRUCTION SERVICES –'16/12/B

SUPPLEMENTAL PROJECT SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

SECTION 411000: POLYMER BINDER / AGGREGATE BLEND CRACK REPAIR
SECTION 511500: CONCRETE PATCH WORK
SECTION 571000: 3/8" DIAMOND PLATE
SECTION 609202: 12" – 18" CUT-OFF-WALL
SECTION 609204: CONCRETE FILLETS
SECTION 667505: BRICK SIDEWALK
SECTION 667510: REMOVE AND RESET BRICK

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G.1. SECTION 411000: POLYMER BINDER / AGGREGATE BLEND CRACK REPAIR

411000.1 DESCRIPTION

This Work consists of preparing and cleaning cracks and joints in the existing Roadway surface and sealing wide cracks with polymer-modified binder aggregate.

411000.2 MATERIALS

For polymer modified binder aggregate, use of a product listed on the NMDOT Approved Products List and in accordance with the general and physical requirements of the manufactures specifications, or as specified in the Contract.

The Contractor shall have the Supplier sample, test the sealant in accordance with ASTM D 6690, and provide certified test results for each lot or batch of sealant supplied. Provide sealant packaged in containers and labeled in accordance with ASTM D 6690. Bulk shipments of sealant must be accompanied by documents that state the following:

Manufacturer's name;
Trade name of the sealant;
Batch or lot number;
Pouring temperature; and
Safe heating temperature.

Do not mix more than one (1) lot or batch within a bulk shipment of sealant.

411000.3 CONSTRUCTION REQUIREMENTS

411000.3.1 Temperature and Weather Limitations

Apply the sealant in the following conditions:

When the temperature of the existing pavement surface is above 40 °F during application. Lower temperature may reduce adhesion due to presence of moisture or ice. If pavement temperature is less than 40°F (4°C), warm with a heat lance that puts no direct flame on the pavement. If installing at night, assure that dew is not forming on the pavement surface. Applied product should be checked by qualified personnel to assure that adhesion is adequate.

411000.3.2 Equipment

The product is supplied in boxes contains pre-measured polymer modified binder and aggregate. To use, the contents of each box are placed into and heated in an appropriate indirectly heated melter with sufficient agitation (as specified by the manufactures specifications or other approved melter).

It is recommended that a secondary device be used to measure temperature of material (i.e. infrared heat gun, hand held thermometer, etc.) prior to application.

411000.3.3 Preparation of Cracks

Route and clean cracks to the satisfaction of the Project Manager.

Route cracks with an average clear opening of 2-6 inches to provide a minimum sealant reservoir of 2-6 inches wide and to a depth of from 3/4 inch to one (1) inch, unless otherwise directed by the Project Manager. Center routers over the cracks during routing operations.

Clean cracks with an average clear opening 2-6 inches with high-velocity compressed air to a depth from 3/4 inch to one (1) inch, unless otherwise directed by the Project Manager.

Immediately before placing the sealant, clean loose particles, dust, and other Deleterious Materials from the sealant reservoirs with high-velocity compressed air.

411000.3.4 Application of Sealant

Control the application to confine sealant within the reservoirs. Apply sealant to the clean, dry-surfaced reservoirs to a depth of from 3/8 inch to 1/4 inch below the existing surface of the Roadway. If the Project Manager determines that the method of filling results in an excessive amount of sealant on the pavement surface, stop filling and change the method. Clean excess sealant material from the pavement surface.

If application devices clog or irregularities in the application occur, halt operations until corrective action is taken.

Follow special preparation or placement requirements indicated by the manufacturer.

411000.3.5 Resumption of Traffic

Cure sealant in accordance with the manufacturer's requirements, before placing traffic on the pavement surface.

411000.4 METHOD OF MEASUREMENT—Reserved

411000.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Polymer Binder/Aggregate Blend Crack Repair (1"- 6"Wide Cracks)	Pound

G.2. SECTION 511500: CONCRETE PATCH WORK

511500.1 DESCRIPTION

Concrete patchwork is for repairing the surfaces existing concrete structures that the surfaces are generally exposed to public view.

511500.2 MATERIALS

511500.2.1 General:

Use concrete mixes that have been designed in accordance with Section 509 and approved for use on NMDOT Projects by the State Materials Bureau for the freeze/thaw risk zone in which the Project is located. A higher risk zone concrete may be substituted.

511500.2.3 Curing Material:

Use curing material in accordance with 510.2.3.

511500.2.3.2 Certificates of Compliance for Curing Materials:

Submit a Certificate of Compliance in accordance with Section 106, "Control of Materials".

511500.3 CONSTRUCTION REQUIREMENTS

511500.3.1 Bonding New Concrete to Existing:

If bonding new and existing concrete, roughen the surface of the hardened concrete without loosening the aggregate or damaging the concrete on the surface. Thoroughly clean the surface of foreign matter and laitance.

Have an approved private testing Laboratory measure the water vapor being transmitted through the concrete surface in accordance with ASTM F 1869. Do not place new concrete on existing concrete if the water vapor exceeds five (5) lb per 1,000 ft^2 per 24 hour (Use Relative Humidity Probe or Calcium Chloride Test kits to measure). Provide a bonding agent at the interface between the hardened and fresh concrete by covering the cleaned and saturated surfaces with a coating of mortar, neat cement grout, or an approved bonding agent. Place the new concrete before the grout reaches an initial set. If using an approved bonding agent, follow the manufacturer's instructions. Do not use a bonding agent that is water soluble or is delivered in a water-based solution. Place the concrete continuously from joint to joint, and finish the face edges of exposed joints in accordance with the Plans.

511500.3.2 Rubbed Surface Finish:

The Contract may specify for Concrete Patch Work, which consists of a Special Surface Finish with selected colors, for various components or parts of components. If the Contract specifies concrete patchwork it may be assumed that this consists of a Class 4, Special Surface Finish. Apply a Class 2 finish first, unless otherwise approved by the Project Manager. A Class 2 finish consists of a Class 1 finish, then thoroughly wetting the surface and applying a mortar.

Apply a thin mortar, composed of one (1) part cement and four (4) parts sand, and rub it into holes and pockets; use the same brand and type of cement as used in the concrete. Use sand passing a No. 16 sieve. Allow the mortar to remain until it has set sufficiently to prevent removal by subsequent rubbing operations. Rub the surface with a No. 25 to No. 30 carborundum brick, then, rub with burlap to remove excess mortar. If the completed rubbed surface does not look uniform, make a final finish by wet rubbing with a No. 30 carborundum brick.

Apply Class 2 finish to the following:

1. Outside vertical surfaces of Bridge decks;
2. Outside surfaces of exterior girders, curb and rail posts seen in elevation view;
3. Curb tops, post tops, inside faces of curbs, and faces of handrails;
4. Exposed surfaces of pier columns and caps;
5. Abutment wingwalls and Bridge seats one (1) ft below final grade;
6. Bridge rehabilitation Projects with existing slope paving;
7. Top surface of slope paving (tops of Bridge seats require only a Class 1 finish);
8. Exposed surfaces of barrier railings on Bridges or concrete box Culverts;
9. Exposed surfaces of miscellaneous concrete Structures extending above Shoulder line grade and inside walls of concrete underpass Structures.
10. Concrete box Culverts used for drainage, on the soffit and streamside faces of headwalls and wingwalls, and for six (6) inches down the back side of wingwalls; and
11. The interiors of sidewalls to one (1) ft back from the face of the Culvert at the tops of the sidewalls, and extending on a 45° line downward and inward.

511500.5 MEASUREMENT AND PAYMENT:

The City will pay for Concrete Patch Work as a special surface finish only for existing concrete. Payment for the special surface finish on new concrete is included in the payment for the new concrete.

G.3. SECTION 571000: 3/8" DIAMOND PLATE

571000.1 DESCRIPTION

3/8" Diamond Plate for Sidewalk culverts are intended to convey storm water beneath the walking surface of the sidewalk.

571000.2 REFERENCES

571000.2.1 AASHTO

M-69
M-111

571000.2.2 This Publication:

SECTION 511
SECTION 540

571000.3 MATERIALS

571000.3.1 Concrete:

Concrete for sidewalk culverts shall comply with Section 511 for Structural Concrete, Class A.

571000.3.2 Steel Reinforcement:

Steel reinforcement material shall comply with Section 540 for Bar Reinforcing.

571000.3.3 Steel Plate:

Provide 3/8" checkered steel plate the full length of the sidewalk culvert, providing enough length for skewed installation and spacing tolerances as shown on the construction plans. If the weight of a single plate is to exceed 300 pounds, provide multiple plates with a composite length equal to the full length of the sidewalk culvert, ensuring each individual plate weighs less than 300 pounds. Exposed steel shall be galvanized in accordance with AASHTO M-11.

571000.3.4 Steel Fasteners

Provide steel fasteners, machine screw and rod anchors, as shown on the construction plans. Fasteners to be stainless steel.

571000.4 INSTALLATION

571000.4.1 Concrete:

Bottom slab of sidewalk culvert to be poured monolithically with new curb and gutter. Trowel invert to produce a hard polished surface of max density and smoothness. Warp inverts and flowlines to provide a positive drainage. Make adjustments to forms to account for projected walking surface finished grade. New sidewalk adjacent to sidewalk culvert shall be poured monolithically with culvert walls.

571000.4.2 Steel Reinforcement:

Provide steel reinforcement using the size, grade, and spacing as shown on the construction plans.

571000.4.3 Steel Plate:

Ensure steel plates are stress relieved after fabrication. Clean surface of plate and framing members and paint with one shop coat red oxide and two-finish coats aluminum paint per AASHTO M-69.

571000.4.4 Steel Fasteners:

Install fasteners per manufacturer's instructions at a maximum 24" O.C. spacing, a minimum of 2 per side, and one within 6' of each end. Drill and tap rod anchors for Flat Head. machine screw. Attach anchors to plate and secure plate in place prior to pouring of walls.

571000.5 MEASUREMENT AND PAYMENT:

Sidewalk Culverts shall include concrete, steel reinforcement, steel plate, steel fasteners, surface coating, ties to adjacent sidewalk culverts, and construction joints, both material and installation, as shown on the construction plans, Payment will be made at the unit price for each sidewalk culvert as specified in the Bid Proposal.

G.4. SECTION 609202: 12" – 18" CUT-OFF-WALL

609202.1 DESCRIPTION

This Work consists of constructing a concrete curb that can range between 12" – 18" in height. The Cut-Off-Wall item is generally used in the same manner as a header curb, but provides a bit more height to be used a small retainage wall to retain dirt debris of off walkways where the back slopes cannot be achieved

609.2 MATERIALS

609.2.1 Concrete

Construct Cut-Off-Wall of Class A or Class F concrete in accordance with Section 510, "Portland Cement Concrete". Provide Class A concrete if the concrete is being cast directly into forms and Class F if the concrete is being slip-formed.

609.2.2 Joint Fillers

Provide preformed expansion joint filler in accordance with AASHTO M33 or AASHTO M153.

609.2.3 Bed Course Material

Provide bed course Material that consists of cinders, sand, gravel, crushed stone, or other granular aggregate, with 100% passing a 1/2 inch sieve and not more than 12% passing the No. 200 sieve. Alternatively, Base Course as per Section 304, "Base Course" may be used.

609.3 CONSTRUCTION REQUIREMENTS

609.3.1 Foundation

Place concrete Cut-Off-Wall footing at a depth of 6" below the ground surface. Must be an approved foundation surface in accordance with Section 203, "Excavation, Borrow, and Embankment;" Section 207, "Subgrade Preparation;" and Section 304, "Base Course." Prepare the foundation by excavating or constructing Embankment to the specified Subgrade.

609.3.1.1 Excavation

If required, excavate to the specified depth and compact the base for the Cut-Off-Wall in accordance with Section 207, "Subgrade Preparation." Remove soft and unacceptable Material to two (2) ft. below the specified Subgrade and replace with Material having at least the minimum specified design R-value in accordance with Section 203, "Excavation, Borrow, and Embankment," and Section 207, "Subgrade Preparation."

609.3.1.2 Bed Course Placement

For existing ground under bed course, compact the thickness shown in the Contract to 95% of maximum density in accordance with Section 203.3.7, "Moisture and Density Control." Section 609: Compact bed course Material to a density of at least 96% of maximum density in accordance with Section 303.3.2, "Mixing and Placing."

609.3.2 Cast-in-Place Cut-Off-Wall

609.3.2.1 Forms

Use wood or metal forms that are straight and free of warps, and constructed to permit the inspection of grade or alignment. Ensure forms extend the entire depth of the Cut-Off-wall height. Brace

and secure the forms sufficiently to prevent deflections during concrete placement. Use flexible forms in curved sections so that the top surface of the forms will produce a smooth, continuous arc. Treat forms with form release oil to prevent damage to the concrete during form removal. Form the slope of the gutter to match the Roadway cross slope.

609.3.2.2 Mixing and Placing

Thoroughly moisten the bed course immediately before placing the concrete. Do not allow standing water on the bed course. Proportion, mix, and place concrete in accordance with Section 451, "Portland Cement Concrete Pavement," Section 510, "Portland Cement Concrete," and Section 511, "Concrete Structures," for the specified class of concrete. Consolidate the placed concrete in the forms using vibration or other acceptable methods. Finish the surface with a float. Do not plaster or re-temper the surface with water. Unless otherwise specified, give the top surfaces of the concrete a transverse broomed finish after floating. Use an edging tool with a 1/4 inch radius on the outside edges of the curb and gutter and joints. Leave forms in place until the concrete has set sufficiently to allow removal without damaging the wall.

609.3.4 Joints

Construct Cut-Off-Wall in sections with uniform lengths of 30 feet. Separate sections by open joints, 1/8 inch wide, except at expansion joints. Construct contraction joints at intervals of five (5) feet. Form expansion joints at the intervals in accordance with the Contract, using the preformed expansion joint filler with a thickness of 3/4 inch. Construct transverse weakened plane and expansion joints at right angles to the line of the concrete Cut-Off-Wall. The Contractor may construct expansion joints by sawing through the concrete curb and gutter section to its full depth. Ensure that the width of the cut accepts the joint filler with a snug fit. Complete the operations of sawing and inserting the joint filler before curing the concrete. At the conclusion of the curing period, check the filler in each joint for tightness. Mortar in place and cure loose filler in joints. If constructing the Cut-Off-Wall adjacent to or on concrete pavement, locate expansion joints opposite to or at expansion joints in the pavement.

609.3.5 Curing

Cure concrete in accordance with Section 511.3.9, "Curing."

609.3.6 Backfilling

After the concrete attains a compressive strength of 2,500 psi, fill the spaces in back of the wall to the specified elevation with Embankment Material as specified in Section 206.2.1, "Select backfill", and compact in accordance with Section 203.3.8, "Moisture and Density Control", unless otherwise specified in the Contract.

609.4 METHOD OF MEASUREMENT AND PAYMENT

Concrete Cut-Off-Walls will be measured along the front face of the section. Payment will be made at the unit price per linear foot, and shall include excavation of for footing, bedding preparation, if needed.

G.5. SECTION 609204: CONCRETE FILLETS

609204.1 DESCRIPTION

Concrete curb returns, or fillet curb returns, are intended for use at intersections to connect the curb and gutter from two intersecting streets.

609204.2 REFERENCES

609204.2.1 This Publication

SECTION 207
SECTION 511
SECTION 540

609204.3 MATERIALS

609204.3.1 Concrete:

Concrete for curb returns shall comply with Section 511 for Structural Concrete, Class A.

609204.3.2 Steel Reinforcement:

Steel reinforcement material shall comply with Section 540 for Bar Reinforcing.

609204.4 INSTALLATION

609204.4.1 Subgrade:

The subgrade preparation shall comply with the requirements of Section 207

609204.4.2 Steel Reinforcement:

Provide steel reinforcement using the size, grade, and spacing as shown on the construction plans. When adjacent to curb or valley gutter to be installed within 30 days, provide continuous steel reinforcement with a 30" rebar lap. Installation adjacent to existing concrete structures requires a minimum 8" embedment and non-shrink epoxy set rebar for tie-in to existing curb.

609204.4.3 Expansion Joint Material:

Provide ¾" bituminous expansion joint material, to be installed between the curb return and adjacent curb and gutter. This material shall extend the full depth of the curb return.

609204.4.4 Concrete:

Concrete curb returns to be poured monolithically. Provide troweled joint as shown on the construction plans. Form flow lines to provide positive drainage to adjacent structures. Provide a smooth transition for tie-in to existing curb geometry.

609204.5 MEASUREMENT AND PAYMENT

609204.5.1

Concrete curb returns shall be measured in square yards and shall include subgrade preparation, concrete, steel reinforcement, bituminous expansion joint material, construction joints, and ties to adjacent structures, both material and installation. Payment will be made at the unit price per square yard as specified in the Bid Proposal.

G.6. SECTION 667505: BRICK SIDEWALK

667505.1 GENERAL

Brick shall be whole, sound, and hard burned and shall give a clear ringing sound when struck together. They shall be uniform in quality and shall be culled or sorted before delivery to the work site. The sidewalk bricks and their installation, specified in this section, are intended for use as a surface material to support pedestrian traffic.

667505.2 REFERENCES

667505.2.1 ASTM:

C 32
C 33
C 62
C 216
C 902
C 1028
D 1557

667505.3 PEDESTRIAN PAVING BRICK

667505.3.1 Brick used for sidewalks shall conform to the requirements of ASTM C 902, Class SX, Type I. The size of the brick shall be: length = 8 inches, width = 4 inches and depth = 2 1/4 inches. The surface texture shall be smooth and the color shall be as specified on the plans or as approved by the ENGINEER.

667505.3.2 Depending on the size of shipment or order, the ENGINEER may request a random selection of the brick for determining the static coefficient of friction for the dry brick. Tests shall be conducted by an independent testing laboratory and shall be conducted in accordance with ASTM C 1028. All tested brick must have a coefficient of friction greater than 0.65. Test results shall be included in the required certification of the brick.

667505.4 CERTIFICATION

Before installation of the paving bricks the ENGINEER will be furnished with a certification from the brick manufacturer that the paving brick meets these specifications.

667505.5 MATERIALS

667505.5.1 Sand: Sand for the setting bed shall conform to ASTM C 33 for fine aggregate.

667505.5.2 Brick: Classification of pedestrian and light traffic paving brick shall conform to Class SX for weather and Type I for traffic, as defined in ASTM C 902. Color and size of the brick shall be designated on the construction plans.

667505.6 MATERIAL HANDLING

667505.6.1 Sand shall be stored in stock piles on dry ground and shall be segregated from other materials to prevent mixing.

667505.6.2 Brick shall be stored on dry ground or on pallets and shall be protected during storage and handling to prevent chipped edges.

667505.7 INSTALLATION

667505.7.1 Subgrade:

The subgrade will be graded and shaped to the lines shown on the construction plans. Compaction of the subgrade shall be 90 percent of maximum density, as determined in ASTM D 1557, for a depth of 6 inches.

667505.7.2 Edge Curbs:

Soldier course brick headers shall be used along the longitudinal and transverse edges of the sidewalk to confine the sand and bricks.

667505.7.3 Bedding:

The sand bedding shall be confined by the soldier course brick headers and shall be 4 inches thick after compaction and grading. Sand bed material shall be compacted to a maximum density of 90 percent as determined by ASTM D 1557.

667505.7.4 Brick:

Brick shall be laid on a smooth sand setting bed, with side surfaces in close contact. Lay brick flat in a running bond pattern parallel to curbs or headers, except where otherwise shown. Joints in the vicinity of cut brick shall be adjusted such that no units smaller than half-brick shall be used. After an area of brick is laid, the brick shall be tamped into the sand bed to obtain a uniform top surface, over compacted sand bed. Top surface shall accurately match the lines and grades of curbs, headers and other construction. After the surfaces are uniform and compact, fine sand shall be swept over the surface, repeating this operation until joints are filled and all brick are firmly bedded.

667505.7.5 Cross-Slope of Sidewalk:

The cross-slope of the brick sidewalk shall be the same as for concrete sidewalks, 2.0% maximum.

667505.7.6 Trueness:

A 10-foot straightedge shall be used to test the trueness of the brick surface. The straightedge shall be held in contact with the brick surfaces in all directions from a point. Adjustments shall immediately be made to conform to the straightedge. No variances to PROWAG will be allowed. The CONTRACTOR shall furnish the straightedge.

667505.8 MEASUREMENT AND PAYMENT

Brick sidewalks shall be measured by the square yard. Payment shall be made at the unit price per square yard as specified in the Bid Proposal, and shall include subgrade and sand bedding preparation, headers and brick with installation.

G.7. SECTION 667510: REMOVE AND RESET BRICK SIDEWALK

667510.1 GENERAL

Brick shall be whole, sound, and hard burned and shall give a clear ringing sound when struck together. The sidewalk bricks and their installation, specified in this section, are intended for use as a surface material to support pedestrian traffic.

667510.2 REFERENCES

667510.2.1 ASTM:

C 32
C 33
C 62
C 216
C 902
C 1028
D 1557

667510.2.2 This publication:

SECTION 667505

667510.3 PEDESTRIAN PAVING BRICK

667510.3.1 Carefully remove existing brick.

667510.3.2 Existing brick shall be inspected for defects and cracks. Defective bricks shall be replaced by new brick as per SECTION 667505.

667510.3.3 The contractor shall limit removal and resetting of brick sidewalk to the immediate work area.

667510.3.4 Tree roots encountered in subgrade preparation shall be trimmed or removed.

667510.3.5 Brick shall be stored on dry ground or on pallets and shall be protected during storage and handling to prevent chipped edges.

667510.4 INSTALLATION

See SECTION 667505 for Installation

667510.5 MEASUREMENT AND PAYMENT

Brick sidewalks shall be measured by the square yard. Payment shall be made at the unit price per square yard as specified in the Bid Proposal, and shall include subgrade and sand bedding preparation, headers and new brick, if needed, with installation.