

City of Santa Fe, New Mexico



CIP NO. 823 DEFOURI-GUADALUPE ST BRIDGES PROJECT

REQUEST FOR BID

BID # '16/22/B

**BID DUE: January 5, 2016 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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A. BIDDING DOCUMENTS

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**A.1. ADVERTISEMENT FOR BIDS
BID NO. '16/22/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, January 5, 2016. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

Defouri St. and Guadalupe St. Bridges Project

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: 12/06/15
To be published on: 12/15/15

Received by the Albuquerque Journal on: 12/06/15
To be published on: 12/15/15

The purpose of this Request for Bid (RFB) is to procure construction services for the reconstruction of Defouri St Bridge and Guadalupe St Bridge between W Alameda St. and Alto St.

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

Reed Construction Data

Email: customercare@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.

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the construction of the Defouri Street and Guadalupe St. bridges and Improvements, 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) Wage Rate Decision No. Wage Decision # 15-1546A, and U.S. Department of Labor Wage Decision No. NM150048 dated January 2, 2015.

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.

This project is subject to race-conscious measures. The established Disadvantaged Business Enterprise (DBE) goal for this project is 0%. Additional information regarding the DBE program is provided in Section D.4.

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**A.2. BID SCHEDULE
BID # '16/22/B**

- | | | |
|----|--|--|
| 1. | ADVERTISEMENT | December 15, 2015 |
| 2. | ISSUANCE OF BID'S | December 15, 2015 |
| 3. | RECEIPT OF BID: | January 5, 2016 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 18, 2016 |
| 6. | RECOMMENDATION OF AWARD TO CITY COUNCIL: | January 26, 2016 |
| 7. | NOTICE TO PROCEED: | February 01, 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 Construction of Defouri/Guadalupe Street Bridge Projects, CIP# 823, in accordance with the drawings, specifications and other contract documents prepared by Louis Berger Group, Inc., Santa Fe, New Mexico.

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 the construction of the Defouri/Guadalupe Street Bridge Project, CIP# 823 as specified in the construction plans.
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.

A.1.1.1.1.1. 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.

A.1.1.1.1.2. 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.

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

1. **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 that, 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

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.

3. **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.
4. **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.
 5. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**
 - (1) 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.
 - (2) 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.
 - (3) Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.
 - (4) The Contractor shall list all subcontractor names, addresses, and type of work to be performed.
 - (5) 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.
 - (6) **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.

- (7) 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.
- (8) For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:
1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 2. The subcontractor fails or refuses to perform;
 3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 5. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 6. The subcontractor fails or refuses to meet bond requirements of the contractor.
 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.
 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.
 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.)

10. If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.
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.
12. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
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.
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.
15. A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:
 16. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 17. The subcontractor fails or refuses to perform;
 18. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 19. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 20. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or

21. The subcontractor fails or refuses to meet bond requirements of the contractor.
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.
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.
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.)
25. If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.
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.
27. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
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.
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.

- (9) **QUALIFICATION OF BIDS:** All bidders must have a valid New Mexico Contractor's License appropriate to the work herein specified.
- (10) **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, November 3, 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: **'16/22/B**
 Title of the bid: **CIP No. 823, Defouri-Guadalupe Street Bridges Project
 CN L500219**

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 not 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. 2003-8, passed by the Santa Fe City Council on February 26, 2003 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.

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.

CITY OF SANTA FE

**A.5. BID FORM
 BID # '16/22/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 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

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

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A.6. 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 Defouri-Guadalupe St Bridges, CIP No. 823, 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.7. 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: **Defouri Street and Guadalupe Street Bridge Project, CIP No. 823**

Bid No. '16/xx/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:
 - 1) Advertisement for Bids
 - 2) Instructions For Bidders
 - 3) Bid Submittal and other required bid forms as listed herein
 - 4) Agreement
 - 5) Form of Performance Bond
 - 6) Form of Labor and Material Payment Bond
 - 7) Technical Specifications
 - 8) 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	Approx. Quantity
1	201000	CLEARING AND GRUBBING	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
2	203000	UNCLASSIFIED EXCAVATION	CU.YD.	66
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
3	203100	BORROW	CU.YD.	50
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
4	207000	SUBGRADE PREPARATION	SQ.YD.	660
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
5	210000	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES	SQ. YD.	145
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
6	303160	BASE COURSE 6"	SQ.YD.	660
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
7	416000	MINOR PAVEMENT	SQ.YD.	660
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
8	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	LIN.FT.	306
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
9	502600	OBSTRUCTION REMOVAL	LIN.FT.	45
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
10	505001	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EA	6
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
11	511300	SUBSTRUCTURE CONCRETE CLASS A	?	30
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
12	511500	SPECIAL SURFACE FINISH	SQ. FT.	6040
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
13	512003	HIGH PERFORMANCE CONCRETE (HPD)	CU.YD.	120
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
14	512400	WIND BREAK	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
15	512005	FOGGING SYSTEM	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
16	51600	FLOWABLE FILL	CU.YD.	30
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
17	518118	PRECAST PRESTRESSED SLAB TYPE 18	LIN.FT.	492
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
18	532000	PENETRATING WATER REPELLENT TREATMENT	SQ.YD.	180
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
19	532100	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING	SQ. FT.	2100
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
20	533000	REPAIR OF CONCRETE STRUCTURES	SQ. YD.	10
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
	Item No.	Item Description	Units	Approx. Quantity

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
21	533001	EMBEDDED GALVANIC ANDDDES	EA	280
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
22	535100	CONCRETE SURFACE TREATMENT	SQ. YD.	704
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
23	536001	EPOXY URETHANE POLYMER CONCRETE BRIDGE DECK OVERLAY	SQ. YD.	364
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
24	537000	POLYESTER CONCRETE BRIDGE DECK OVERLAY	CU.YD.	30
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
25	540060	REINFORCING BARS GRADE 60	LBS.	37600
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
26	540160	EPOXY COATED REINFORCEING BARS GRADE 60	LBS.	21213
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
27	543030	METAL RAILING TYPE D	LIN.FT.	106
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
28	546000	RECOATING STRUCTURES	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
29	546200	SP 3 POWER TOOL CLEANING AND PRIMING	SQ. FT.	200
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
30	546210	SP 11 POWER TOOL CLEANING AND PRIMING	SQ. FT.	100
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
31	564000	PREFORMED CLOSED CELL FOAM BRIDGE JOINT SEALS	LIN.FT.	276
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
32	570024	24" CULVERT PIPE	LIN.FT.	12
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
33	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
34	601110	REMOVAL OF SURFACING	SQ. YD.	830
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
35	602000	RIPRAP CLASS A	CU.YD.	143
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
36	603200	SILT FENCE	LIN.FT.	425
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
37	603250	DROP INLET PROTECTION TYPE 1	EACH	2
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
38	607079	PEDESTRIAN/BICYCLE RAILING	LIN.FT.	205
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
39	608004	CONCRETE SIDEWALK 4"	SQ.YD.	780
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
40	609200	HEADER CURB	LIN.FT.	145
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
41	609418	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X18"	LIN.FT.	85
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
42	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LIN.FT.	1150
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
43	617000	VIBRATION MONITORING	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
44	617003	VIDEO TAPING	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
45	617004	VIBRATION RISK SURVEY	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
46	618000	TRAFFIC CONTROL MANAGEMENT	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
47	621000	MOBILIZATION	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
48	623312	CURB DROP INLET TYPE II-B, 0'-4'	EACH	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
49	632020	CLASS C SEEDING	ACRE	0.1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
Item No.	Item Description	Units	Approx. Quantity	
50	662000	MANHOLE TYPE C, 4' DIAMETER 0'-6'	EACH	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
51	663049	PRE CONSTRUCTION UTILITY SURVEY	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
52	701000	PANEL SIGNS	SQ.FT.	40
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
53	701030	REMOVE AND RESET PANEL SIGN	EACH	9
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
54	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN.FT.	39
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
55	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
56	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LIN.FT.	4142
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
57	704762	RETROREFLECTORIZED PLASTIC SHARROW SYMBOL (BIKEWAY)	EACH	4
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
58	704765	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING COMBINATION (THRU AND RIGHT) ARROW	EACH	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
59	704767	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING RIGHT ARROW	EACH	2
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
60	704768	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING LEFT ARROW	EACH	4
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
61	704769	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING THRU ARROW	EACH	3
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
62	704770	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING WORD (ONLY)	EACH	3
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
63	721000	REMOVAL OF PAVEMENT STRIPE	LIN.FT.	1700
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
64	721101	REMOVAL OF PAVEMENT MARKING	EACH	12
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
65	801000	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	L.S.
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
TOTAL BASE BID AMOUNT (excluding NM gross receipts tax)				
		written in NUMBERS		<i>Dollars and Cents</i>
NEW MEXICO GROSS RECEIPTS TAX @ 8.3125%				
		written in NUMBERS		<i>Dollars and Cents</i>
TOTAL BASE BID AMOUNT (including NM gross receipts tax)				
		written in NUMBERS		<i>Dollars and Cents</i>
	NOTE:	The City reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest based bid for any combination of base bid and alternates(s).		

- 1) Bidder has bid on all items.
- 2) 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.
- 3) 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.

4) 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.

5) 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".

6) 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:

A.8. 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. '16/22/B) for the construction of the Defouri-Guadalupe St Bridge Project, CIP No. 823, 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

WITNESS

Title: _____

A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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.10. 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.11. 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.12. 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.13. 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.
2. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.14. 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

CIP PROJECT # 823_
Defouri-Guadalupe St. Bridge Project

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:	Defouri Street and Guadalupe Street Bridges Project
PROJECT NO.:	CIP # 823
ENGINEER OF RECORD:	Louis Berger Group, Inc. 2019 Galisteo St. Santa Fe, NM 87505

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 CIP Project # 823 – Defouri-Guadalupe St Bridge Project. (Bid Number '16/22/B).

The work designated as Improvements to Defouri St. and Guadalupe St. Bridges Project consists of, but is not limited to: the complete replacement of the Defouri Street Bridge and bridge deck rehabilitation of the Guadalupe Street Bridge, new sidewalk and curb ramps along Defouri Street, along with a trail-rated sidewalk and curb ramps along W. Alameda Street from East of Camino Del Campo to Guadalupe Street, 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

TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than 130 Calendar days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of [to be determined] dollars and X cents (\$ bd).

The Contract Sum is determined as follows:

Base Bid	\$ _____.
Gross Receipts Tax (8.3125%)	\$ _____.
<i>Base Bid plus NMGRT</i>	<i>\$ _____.</i>

**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 of Four Thousand Dollars (\$4,000) 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 prepare and submit five (5) copies of a progress schedule covering project operations for the 365 Contract period and deliver them to the project manager at the pre-construction meeting as per section 108.3 Schedule of the NMDOT standard Specifications for Highway and Bridge

Construction, 2104 Edition. 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
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:

MDM *9/30/15*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

32315/572970
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

2. 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 Defouri St. and Guadalupe St. Bridges Project, CIP #823, 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;

A. 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 Defouri Street and Guadalupe Street Bridges Project, CIP #823, 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

Defouri Street and Guadalupe Street Bridges Project, CIP #823

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

This project is 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. NM150048. 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 _____. 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:

- A. **Subcontractor List & Statement of Intent to Pay Prevailing Wages** – Submit before construction starts
- B. **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 NM150048.

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, Desirae Lujan, Project Engineer, no later than five (5) working days after the close of each payroll period. Contractor will be required to use the LCPTracker and B2Gnow reporting. See the website for more information at:

<http://dot.state.nm.us/content/dam/nmdot/OEOP/Policy%20Statement.pdf>

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 ORDINANCE



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2015 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$10.84
PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March 1, 2015 Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted 2015 Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living 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.



Ordenanza de Salario Mínimo Para la ciudad de Santa Fe

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2015
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE

\$10.84 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el 01 de Marzo de 2015 el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado de 2015 a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

C.6. STATE WAGE DECISION

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

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

New Mexico Department of Workforce Solutions
Public Works

121 Tijeras Ave. NE, Suite 3000, Albuquerque, NM 87102

Phone: (505)-841-4400 fax to: (505) 841-4424 or Email to: public.works@state.nm.us

Wage Decision # **SF-15-1546 A**

NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON

02/13/16

Description and Location of Work: CIP 823, Defouri St. and Guadalupe St. Bridges
Bridge Rehabilitation and replacement.

City of Santa Fe

County of Santa Fe

Defouri/Guadalupe St. at Santa Fe River

REMINDER for Agency Conducting BID Process:

After the Contracting Agency awards this project the Wage Rate Poster, Sub-List and the Project Requirement Document, excluding this NOA must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form and submit with the sub-list listing all of the subcontractors including all tiers of subcontractors and fax or email it to the address above. **If the project is canceled**, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: _____ License#: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Project Contact's name: _____ E-Mail: _____

Approximate Date Work to Start: _____

Estimated Completion Date: _____

Estimated Cost of Project: _____

Bid Opening Date: _____

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and sub-contractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) _____

Printed Name _____

Email address for Contracting Agency (not agent) _____ **Required Field**

Date _____

SUBCONTRACTOR LIST

DO NOT list suppliers or professional services (such as surveyors)
INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4424

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # **SF-15-1546 A**

General Contractor:

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Start Date: _____ Amount (\$): _____

CIP 823, Defouri St. and Guadalupe St. Bridges: Wage Decision #SF-15-1546 A

Bridge Rehabilitation and replacement

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

Effective September 24, 2015

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	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
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.

C.7. FEDERAL WAGE NO. NM150048

Modification Number	Publication Date		
0	01/02/2015		
* ELEC0611-003 07/01/2014			
	Rates		Fringes
ELECTRICIAN (Boom Operator).....	\$ 29.79		12.74

SUNM2011-002 08/25/2011			
	Rates		Fringes
CARPENTER (Includes Form Work)...	\$ 13.88		0.44
CEMENT MASON/CONCRETE FINISHER...	\$ 14.60		0.26
ELECTRICIAN (Includes Traffic Signalization and Installation).....	\$ 25.06		8.56
HIGHWAY/PARKING LOT STRIPING: Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver.....	\$ 14.75		0.35
IRONWORKER, REINFORCING.....	\$ 22.44		5.85
LABORER			
Common or General.....	\$ 11.21		0.35
Flagger/Cone Setter.....	\$ 13.55		0.35
Mason Tender- Cement/Concrete.....	\$ 10.25		0.35
Pipelayer.....	\$ 17.13		5.04
POWER EQUIPMENT OPERATOR:			
Backhoe/Excavator/Trackhoe..	\$ 17.20		0.26
Bobcat/Skid Loader.....	\$ 12.00		0.26
Broom/Sweeper.....	\$ 16.67		1.57
Grader/Blade.....	\$ 17.64		1.51
Loader (Front End).....	\$ 16.43		0.26
Mechanic.....	\$ 23.24		1.51
Oiler.....	\$ 22.08		8.72
Piledriver.....	\$ 15.73		0.26
Roller (Asphalt and Dirt)...	\$ 16.27		1.51
Trencher.....	\$ 15.22		0.26
TRUCK DRIVER			
Dump Truck.....	\$ 15.04		0.26
Flatbed Truck.....	\$ 13.51		0.26
Pickup Truck.....	\$ 12.95		0.26
Water Truck.....	\$ 12.96		0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

D. NOTICE TO CONTRACTORS

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**NOTICE TO CONTRACTORS
CIP NO. 823
MAP-7649(903), CN L500219**

D.1. CONTRACT TIME

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

Contract Completion Time

The Contract Completion Time for this contract is 150 Calendar Days. The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon Physical Completion of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within 150 Calendar Days 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.

Bridge/Roadway Prism Completion Time

In addition, all work associated with construction of the new Defouri St. Bridge and roadway prism (including demolition of the existing bridge), shall be built to be safely and effectively used by the public with 100 Calendar Days from the Notice to Proceed date. The 100 Calendar Day time count will commence from the date of Notice to Proceed and conclude the day the bridge and roadway is sufficiently complete to once again allow two-way vehicular traffic to pass safely and effectively with minimal delay or disruption as approved by the Project Manager.

Moreover, the work on the Guadalupe Street Bridge and the work along West Alameda (including completion of curb, gutter and sidewalk) shall not begin until after the Defouri Street Bridge is reopened to thru traffic and shall be completed within 130 Calendar Days from the Notice to Proceed date, in accordance with the definition of "Substantial Completion" in Section 101 of the Standard Specifications. For purposes of the contract the time all such work on the Bridge/Roadway Prism must be complete shall be known as the "Bridge/Roadway Prism Completion Time." The Contractor shall be assessed liquidated damages for each consecutive Calendar Day in Excess of the time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

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. Contract & Substantial Completion Time shall be shown on the Contractor's progress schedule.

Cumulative Imposition of Liquidated Damages

The Contract Completion Time and Bridge/Roadway Prism Completion Time will be evaluated and applied independently, and liquidated damages may be cumulatively imposed for the failure to achieve any of the required time or date requirements.

Contract Time Scheduling Due to River Run-Off

The Contractor should schedule their work accordingly with regards to anticipated run-off within the Santa Fe River. Appropriate coordination with the Project manager and Sangre de Cristo Water Department personnel Mike Gonzales, Source of Supply Manager (955-4379) is required to evaluate the timing and quantity of controlled released flows from the Santa Fe Reservoir.

The Contractor may utilize pipes, diversions, berms or other measures to accommodate run-off flows during contraction as approved by the Project manager. The cost of accommodating river flows shall be considered incidental to construction and no separate measurement of payment will be made therefore.

As within all waterways of the United States, all state and federal rules and regulations regarding construction within waterways apply. Specifically, the Contractor shall follow all New Mexico Environment Department (NMED), US Army Corp. of Engineers (USACE_ and Environmental Protection Agency (EPA) rules and regulations as it pertains to 401, 404, 33 and NPDES permits.

D.2. METAL RAILING

NOTICE TO CONTRACTORS

**CIP No. 823
September 2015**

METAL RAILING

Item 543030 Metal Railing, Type D and Item 607079 Pedestrian / Bicycle Railing

The metal to be supplied for the metal railing shall be weathered steel. The raw steel used for the fabrication shall be sand-blasted to remove all foreign materials, such as mill scale, rust, mill markings, etc. in accordance with Section 545. At welded areas, all exposed welds shall be prepared by power grinding or by sand-blast cleaning to remove welding flux, slag, and spatter to allow for the weathering process to occur. The finish to be provided shall be a weathered, rust finish. The metal rail shall be rusted to 100% uniform coverage and sealed at the fabrication facility with an approved clear top coat sealer applied in accordance with Section 545.3.5.3. The Contractor shall ensure the rusting ceases in order to maintain the structural integrity of the rail.

The procedure with which the finish will be obtained shall be submitted to the City of Santa Fe project manager with the shop drawings along with a finished metal sample at least 8" long for approval. The finish shall be included in the cost to complete Items 543030 and 607079 and no additional payment will be made.

D.3. ADA CONSTRUCTION INSPECTION PROCEDURE

NOTICE TO CONTRACTORS

ADA Construction Inspection Procedure

CN L500219

General Comments

NMDOT is recognized as a Title II public entity under the Americans with Disabilities Act of 1990 (Public Law 101-336) (the "ADA"). The ADA provides protections to individuals with disabilities that are at least equal to those provided by the nondiscrimination provisions of title V of the Rehabilitation Act of 1973. The ADA extends the prohibition of discrimination in federally assisted programs, established by section 504 of the Rehabilitation Act, to all activities of State and local government, irrespective of the funding source for the program. As a Title II entity NMDOT must comply with the ADA to make public facilities accessible so as to prohibit discrimination against any "qualified individual with a disability"

Meeting ADA compliance is an ongoing NMDOT obligation, which requires commitment and diligence on multiple levels from project planning through construction of a public right-of-way (PROW) facility.

For this project, to ensure ADA compliance is met, the Contractor shall implement the NMDOT ADA Construction Inspection Policy and Procedure. This Work shall be considered incidental to the completion of the Project and no additional payment shall be made. Failure to comply with this Notice to Contractors may be deemed a Nonconformance in accordance with Specification Section 101.4 "Terms and Definitions" and subject the Contractor to Specification Section 108.9 "Default of Contract".

ADA Construction Compliance Requirement:

All constructed ADA facilities meet the *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)*, July 26, 2011, which may be accessed through the State Construction Bureau webpage (<http://dot.state.nm.us/en/Construction.html>).

Construction Inspection Procedure

The ADA Curb Ramp Documentation forms attached to this Notice to Contractors will be used for the inspection process and NMDOT Acceptance of all curb ramps within the Project to ensure compliance with both PROWAG guidelines and NMDOT construction Plan design. The ADA Curb Ramp documentation forms and this procedure will be discussed at the mandatory Pre-Bid Meeting, if one is held, and the Pre-Construction Conference.

Procedure: The following procedure describes the use of the NMDOT ADA Curb Ramp Documentation form and the inspection process.

1) The Contractor must provide notice to the Project Manager in accordance with Standards Specification 105.10 "Inspection of Work".

A. Only a 24 inch electronic digital ("Smart") level with 0.1% slope accuracy shall be permitted for ADA construction and inspection Acceptance.

B. The Contractor and the NMDOT shall calibrate each Smart level prior to performing the next step.

C. The Contractor and NMDOT shall select which curb ramp form best aligns with the type to be inspected.

D. Before scheduling delivery of concrete, the Contractor and NMDOT shall complete the Pre-Pour Inspection Form verifying that the concrete formwork is constructed to dimensions and grades shown on plans and meets PROWAG, 2011 technical design criteria and NMDOT Construction Plans.

A. The NMDOT inspector will verify measurements on the Pre-Pour Form meet the requirements or require correction of all discrepancies in accordance with Standard Specification 105.11 "Removal of Unacceptable and Unauthorized Work", before scheduling of concrete to ensure the finished concrete Work will meet PROWAG and NMDOT Construction Plans.

B. When all measurements meet the Contract requirements then the NMDOT inspector will permit the concrete pour.

C. Repeat the procedure using the Constructed Inspection Form after the concrete pour to ensure the curb ramp(s) meets PROWAG compliance and NMDOT Construction Plan design criteria.

D. The NMDOT inspector will verify measurements on the Constructed Inspection Form for Acceptance of the Work. Unacceptable Work will be subject to Standard Specification 105.11 "Removal of Unacceptable and Unauthorized Work".

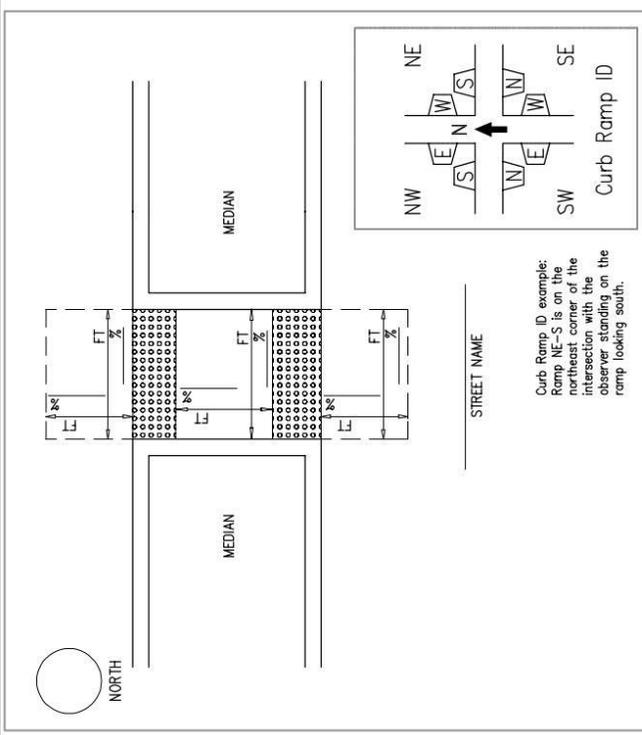
The Contractor shall prepare the final documentation to include all applicable field measurements documented on the ADA Curb Ramp Documentation inspection forms; the acceptance by the inspector; and a minimum of two (2) pictures of the constructed curb ramp(s). The Contractor shall submit the completed forms to the NMDOT Project Manager, before the next Progress Payment.

The Contractor shall protect and maintain the constructed ADA facilities until such time that Final Acceptance of the ADA facility occurs. Final Acceptance occurs in accordance with Standards Specification section 109.10 "Project Closure".



ADA Curb Ramp Documentation
Type: Median – Area of Refuge

Constructed Inspection



STREET NAME _____

Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMDDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDDOT PROJECT #: _____

NMDDOT DISTRICT #: _____

CURB RAMP MP #: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

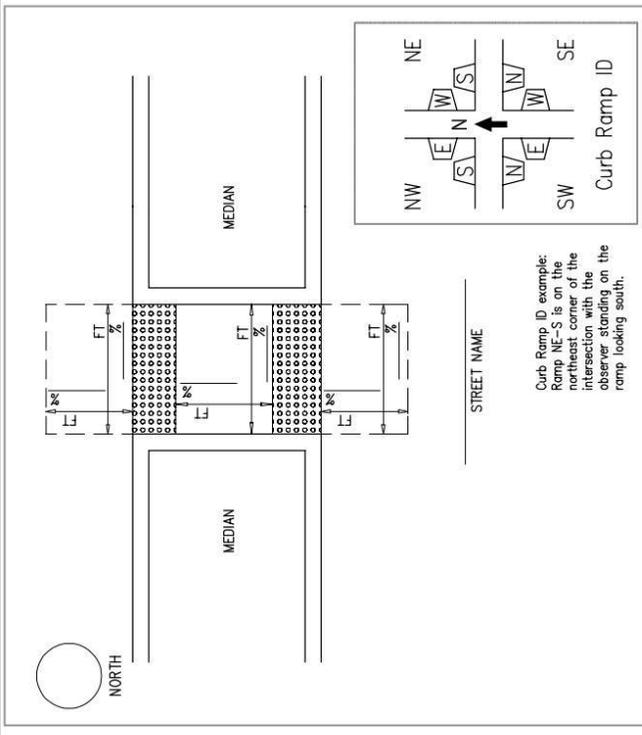
DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



ADA Curb Ramp Documentation
Type: Median – Area of Refuge

Pre-Pour Inspection



STREET NAME _____

Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMDDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDDOT PROJECT #: _____

NMDDOT DISTRICT #: _____

CURB RAMP MP #: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

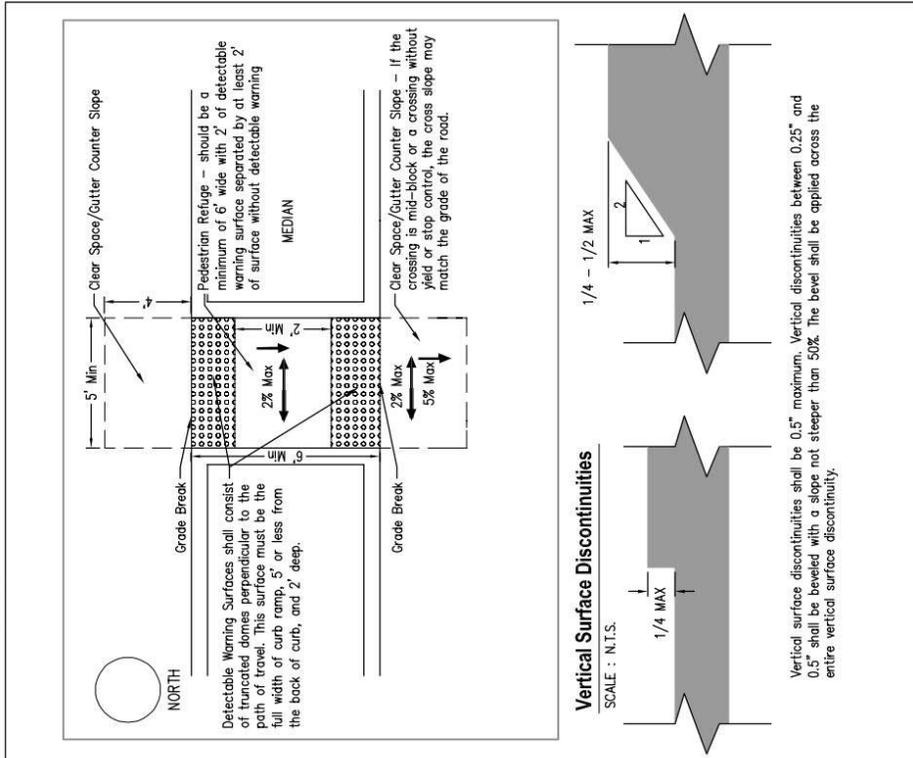
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
 Type: Median – Area of Refuge



COMMENTS:

ADA Curb Ramp Documentation
 Type: Median – Area of Refuge



ADA Curb Ramp Documentation
Type: Mid-Block Parallel

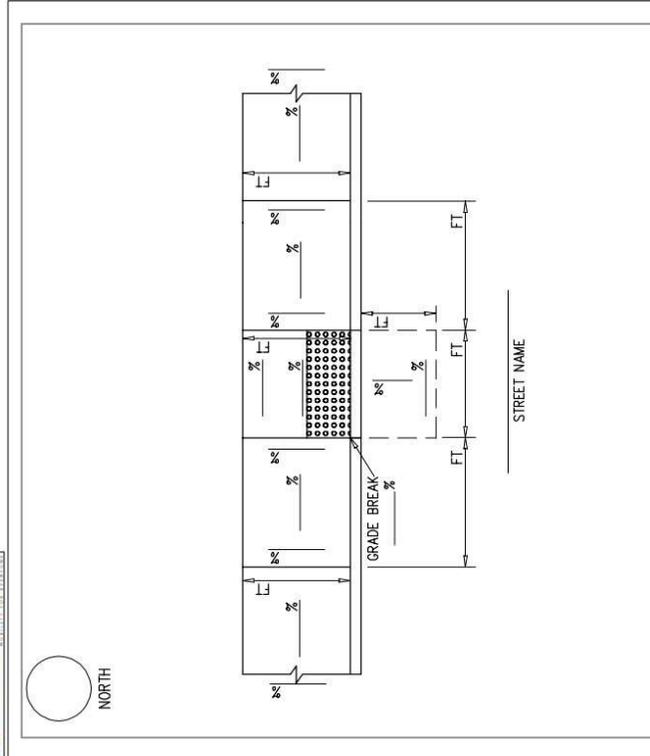
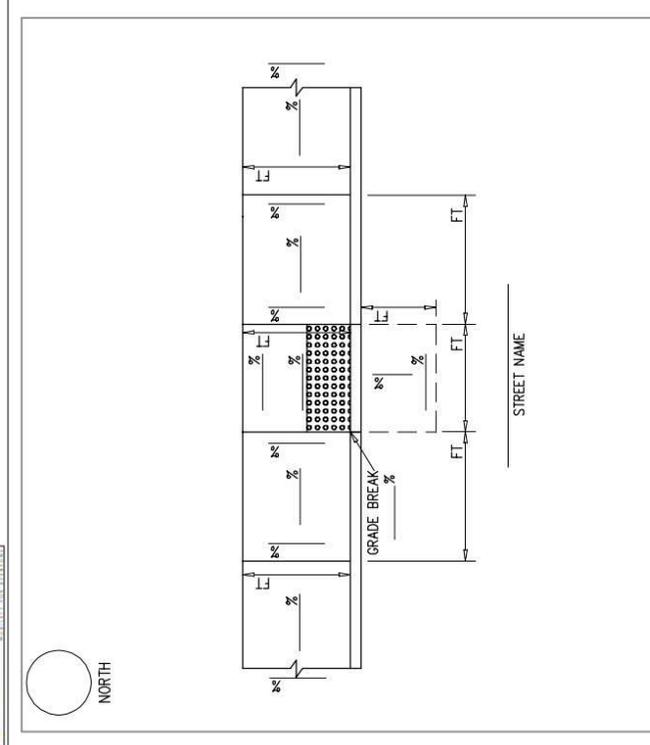


ADA Curb Ramp Documentation
Type: Mid-Block Parallel



Constructed Inspection

Pre-Pour Inspection



STREET NAME _____

STREET NAME _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMOT PROJECT #: _____

NMOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMOT PROJECT #: _____

NMOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

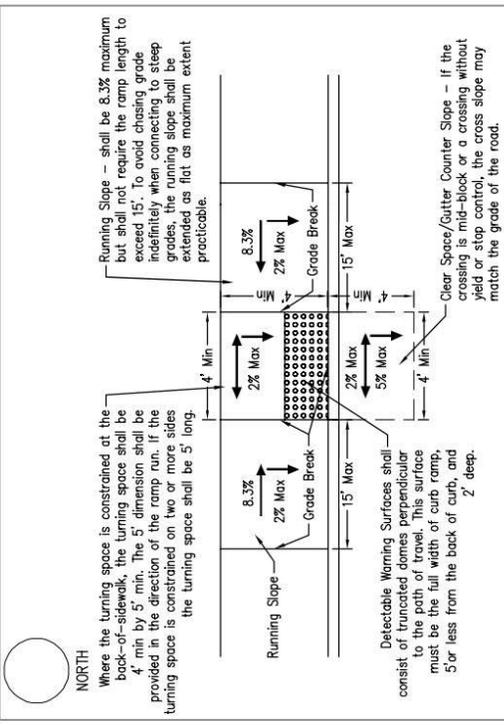
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Mid-Block Parallel



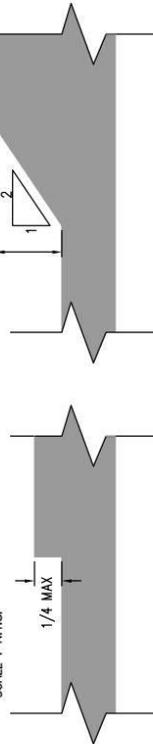
COMMENTS:

ADA Curb Ramp Documentation
Type: Mid-Block Parallel



Vertical Surface Discontinuities

SCALE : N.T.S.

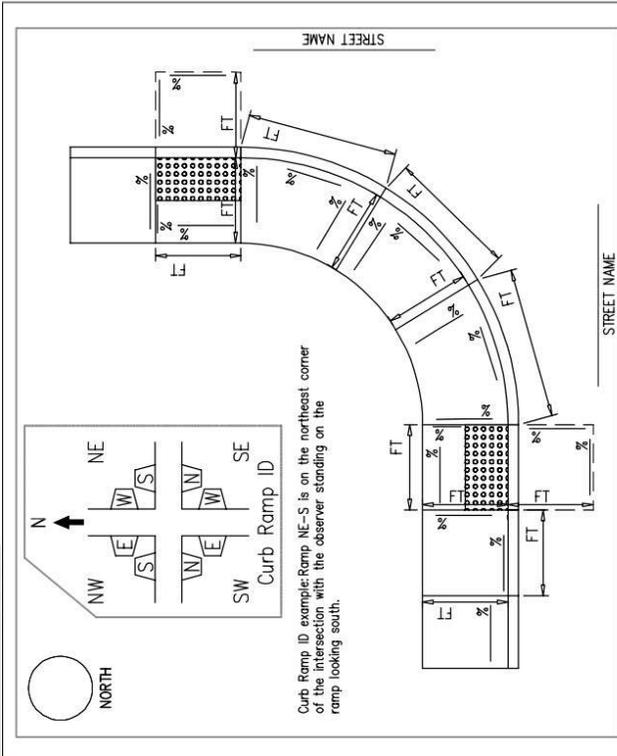


Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.



ADA Curb Ramp Documentation
Type: Parallel (Directional)

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDDT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDDT PROJECT #: _____

NMDDT DISTRICT #: _____

CURB RAMP MP #: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

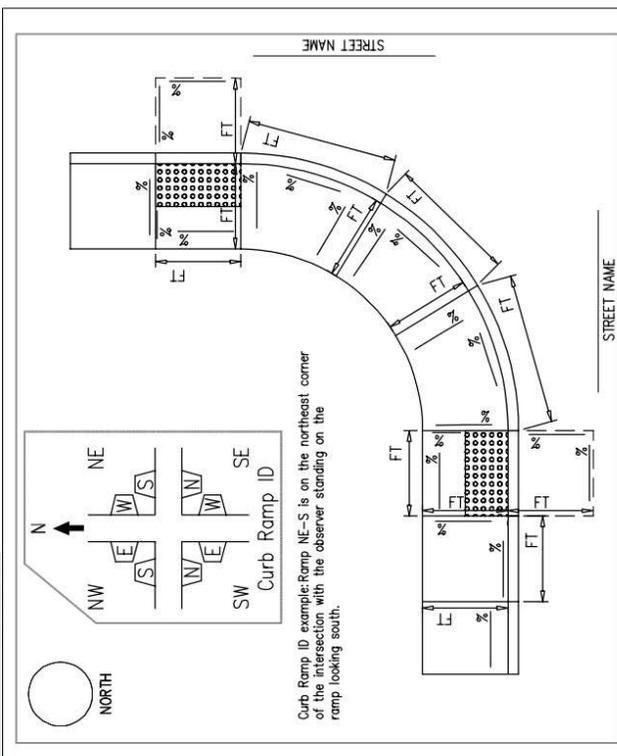
DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



ADA Curb Ramp Documentation
Type: Parallel (Directional)

Pre-Pour Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDDT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDDT PROJECT #: _____

NMDDT DISTRICT #: _____

CURB RAMP MP #: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

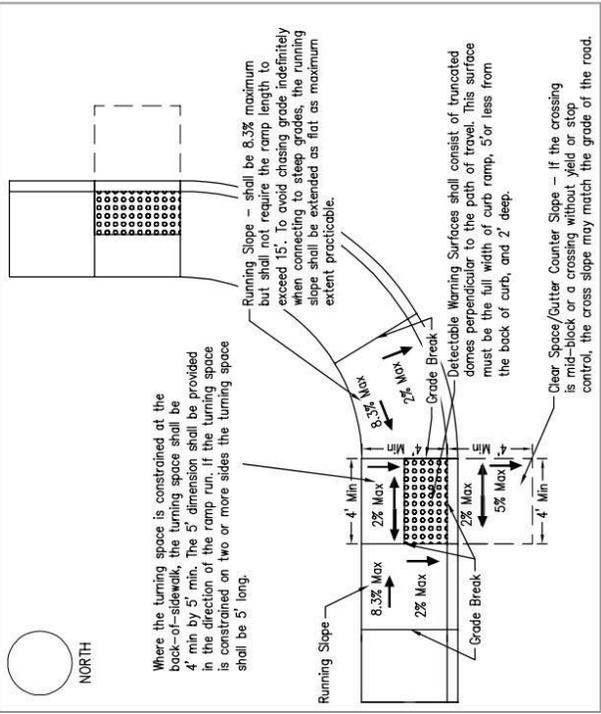
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Parallel (Directional)



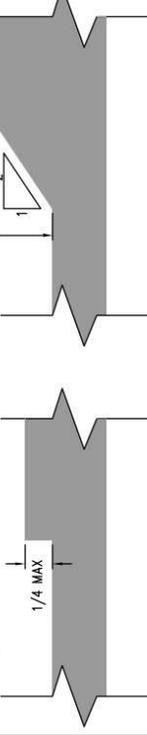
COMMENTS:

ADA Curb Ramp Documentation
Type: Parallel (Directional)



Vertical Surface Discontinuities

SCALE : N.T.S.



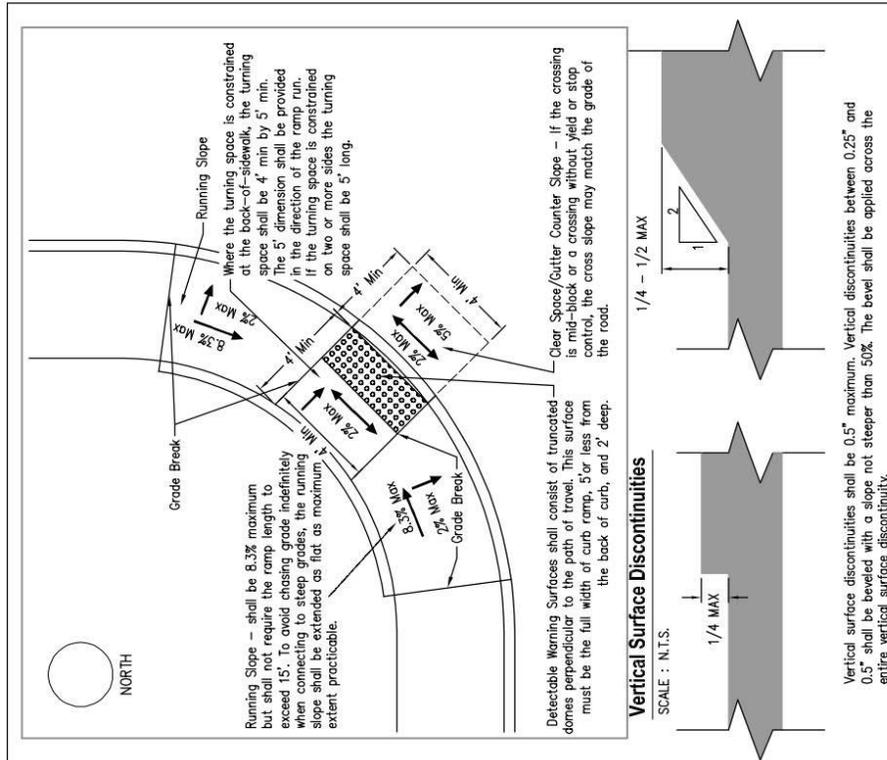
Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

ADA Curb Ramp Documentation
Type: Parallel (Diagonal)



COMMENTS:

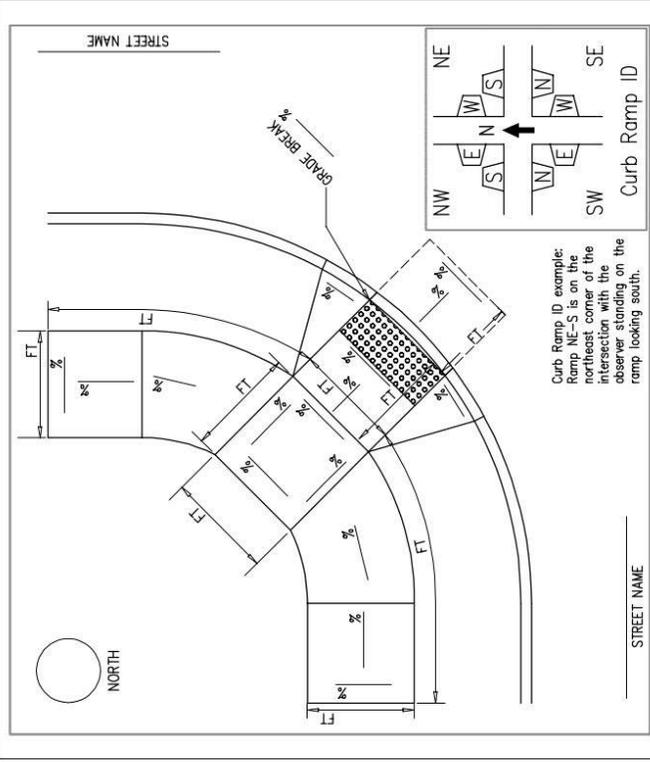
ADA Curb Ramp Documentation
Type: Parallel (Diagonal)





ADA Curb Ramp Documentation
Type: Perpendicular— Detached Walk

Constructed Inspection



STREET NAME _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMIDOT PROJECT #: _____

NMIDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

LEVEL CALIBRATION

NMIDOT INSPECTOR INITIAL _____ DATE _____

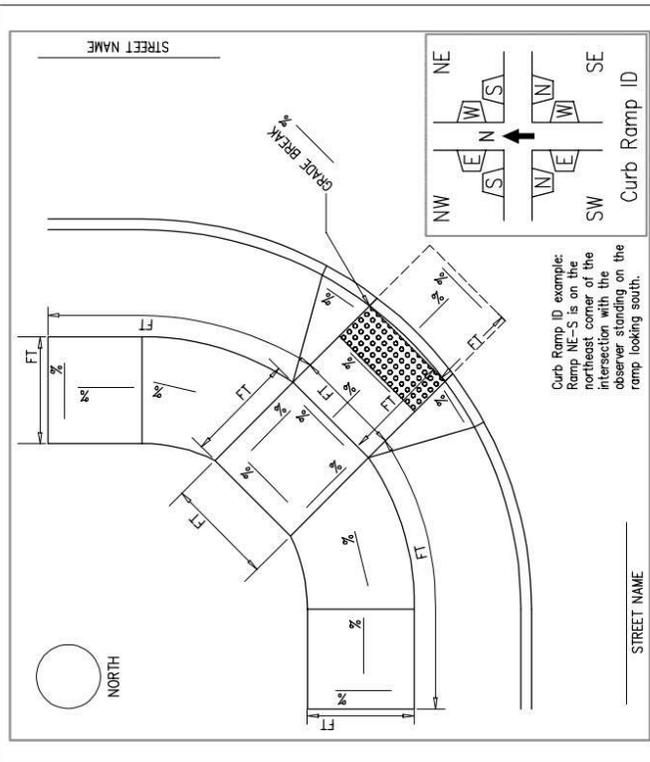
CONTRACTOR INITIAL _____ DATE _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



ADA Curb Ramp Documentation
Type: Perpendicular— Detached Walk

Pre-Pour Inspection



STREET NAME _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMIDOT PROJECT #: _____

NMIDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

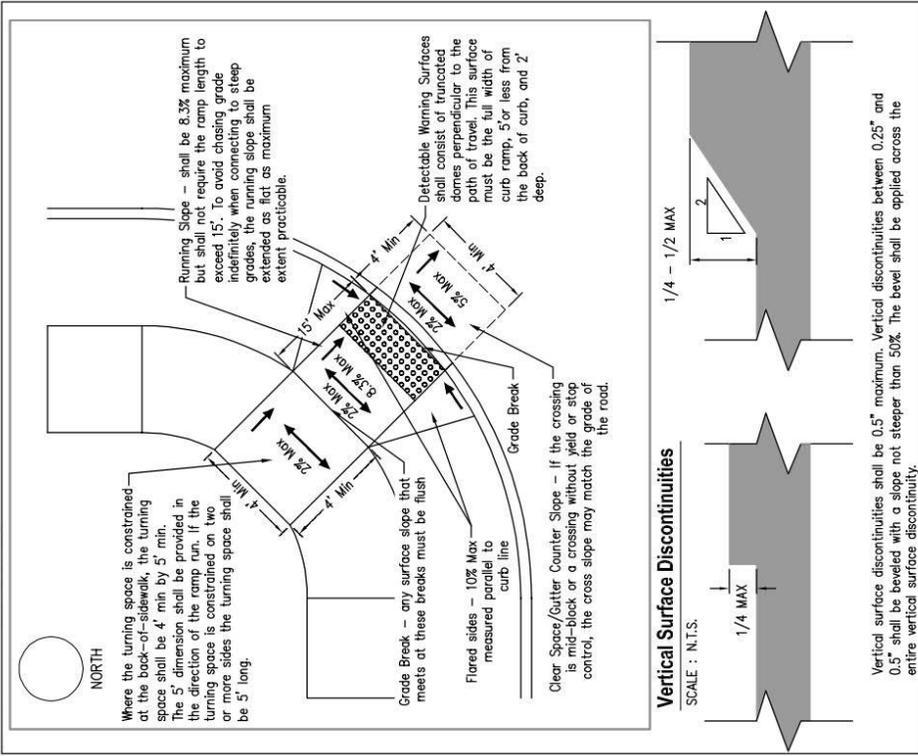
LEVEL CALIBRATION

NMIDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

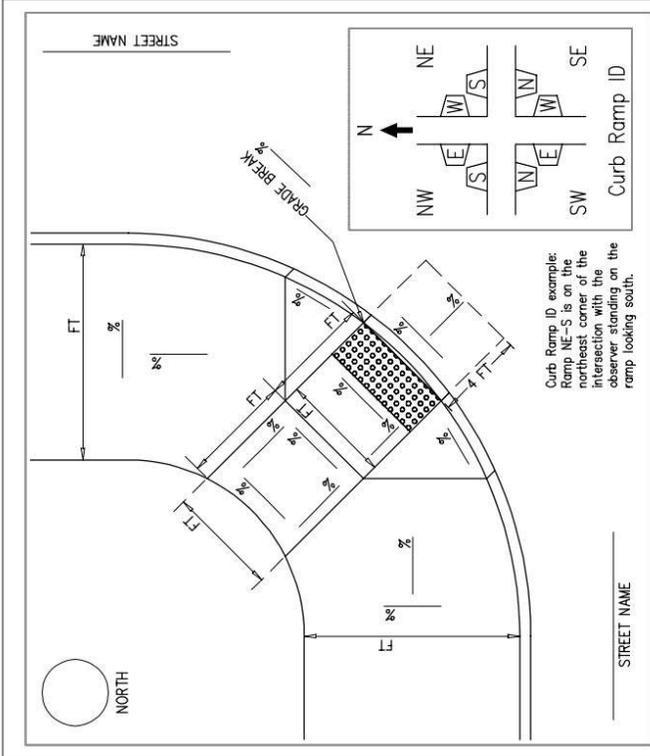
COMMENTS:



ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



Constructed Inspection



STREET NAME _____

Curb Ramp ID _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

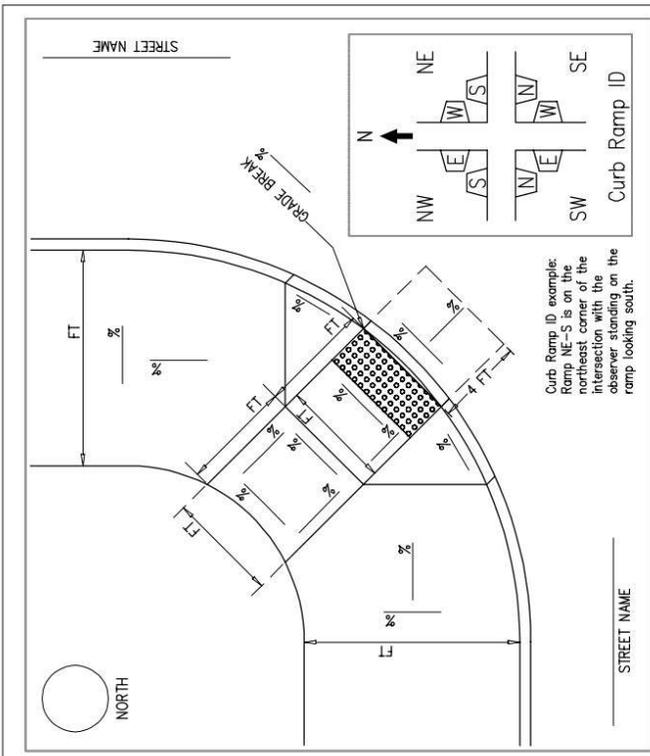
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

NMDOT PROJECT #:	_____
NMDOT DISTRICT #:	_____
CURB RAMP MP#:	_____
STA:	_____
OFFSET:	_____
CORNER:	_____
CITY/STATE:	_____
DATE:	_____

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



Pre-Pour Inspection



STREET NAME _____

Curb Ramp ID _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

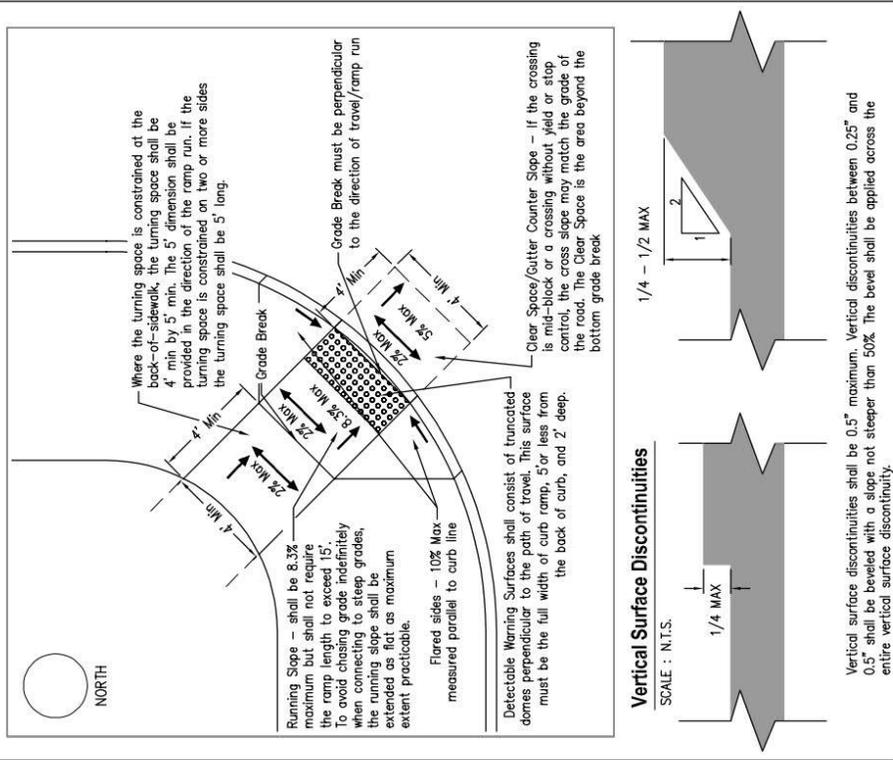
NMDOT PROJECT #:	_____
NMDOT DISTRICT #:	_____
CURB RAMP MP#:	_____
STA:	_____
OFFSET:	_____
CORNER:	_____
CITY/STATE:	_____
DATE:	_____

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



COMMENTS:

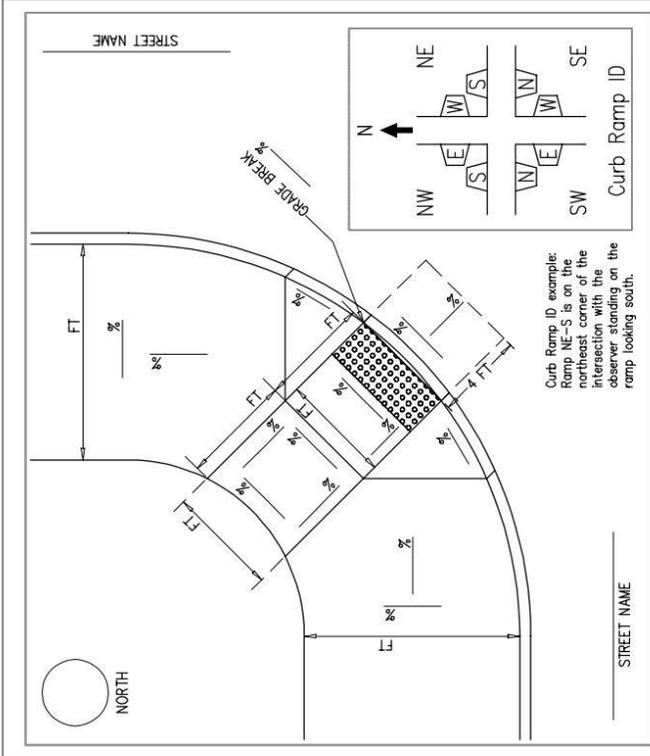
ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



Constructed Inspection



STREET NAME _____

STREET NAME _____

Curb Ramp ID

Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

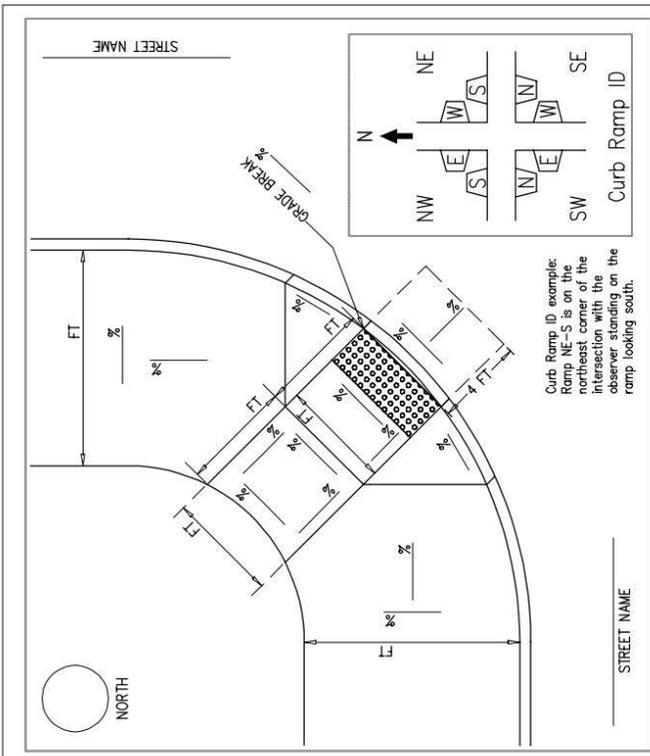
DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



Pre-Pour Inspection



STREET NAME _____

STREET NAME _____

Curb Ramp ID

Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)



COMMENTS:

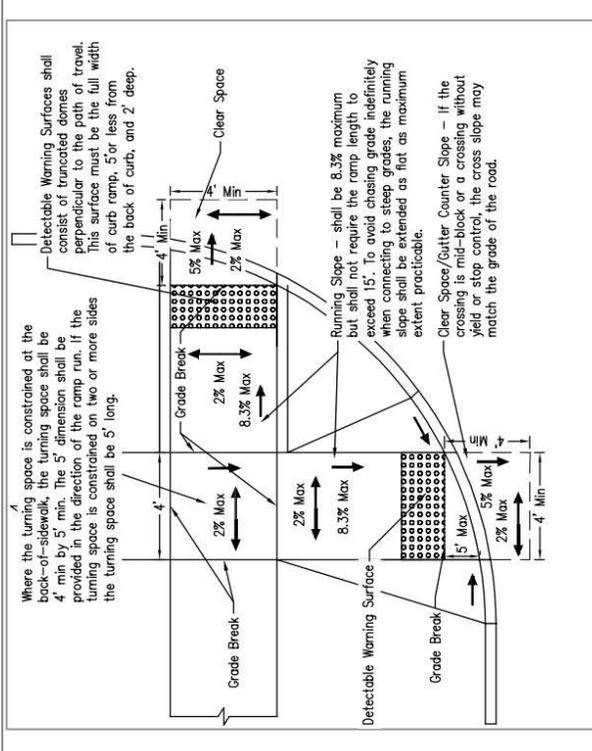
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.

Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.

Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable.

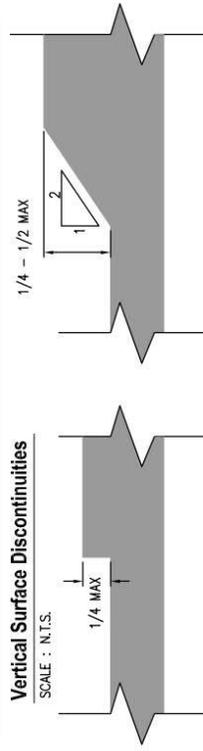
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)



Vertical Surface Discontinuities

SCALE : N.T.S.

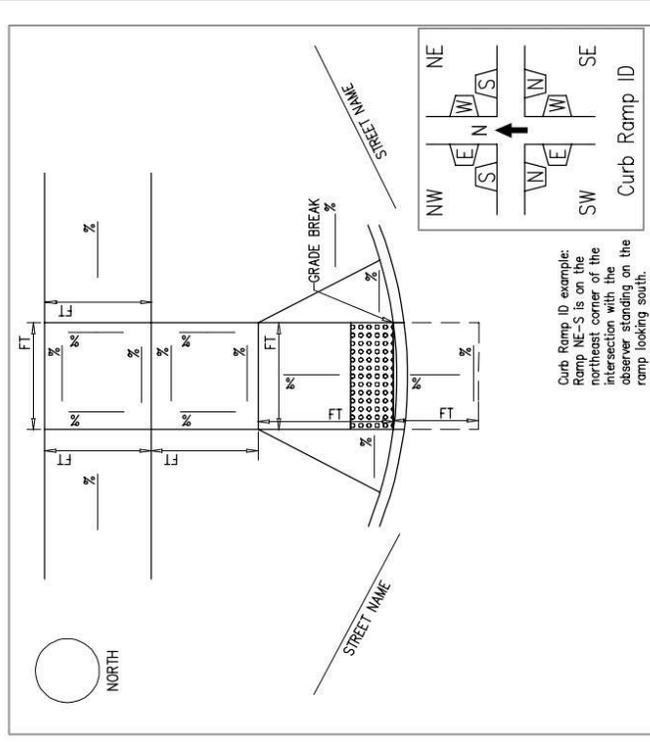


Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.



ADA Curb Ramp Documentation
Type: Perpendicular (Radial)

Constructed Inspection



Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMDDOT PROJECT #: _____

NMDDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

LEVEL CALIBRATION

NMDDOT INSPECTOR INITIAL _____ DATE _____

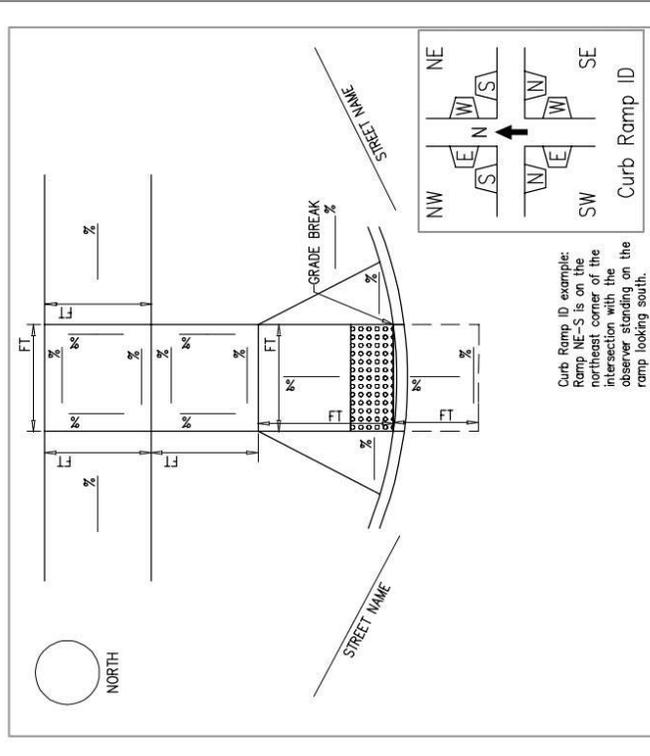
CONTRACTOR INITIAL _____ DATE _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



ADA Curb Ramp Documentation
Type: Perpendicular (Radial)

Pre-Pour Inspection



Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMDDOT PROJECT #: _____

NMDDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

LEVEL CALIBRATION

NMDDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

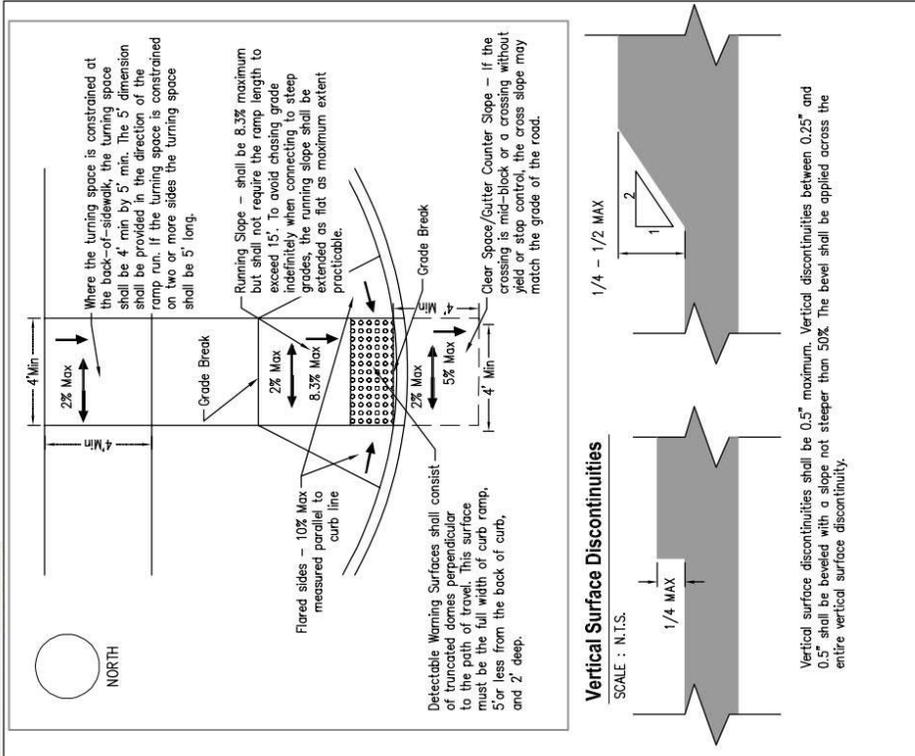
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular (Radial)



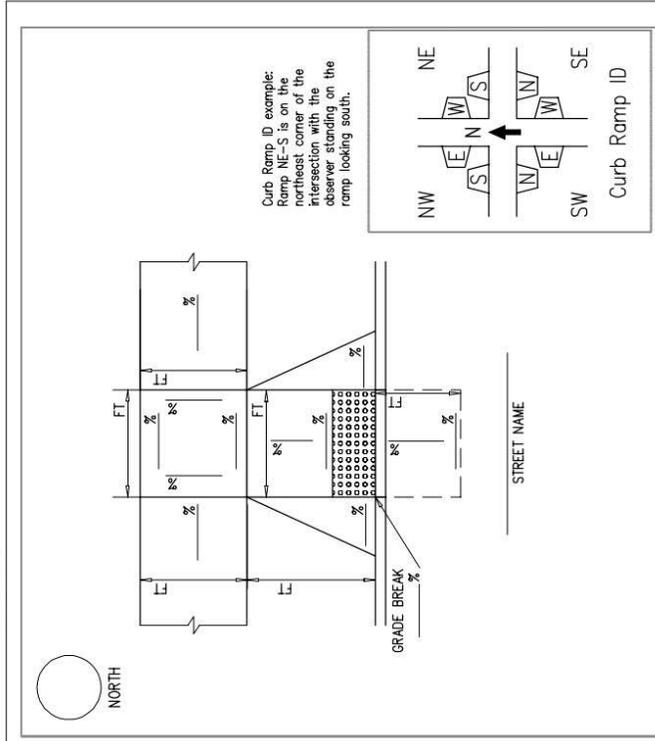
COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular (Radial)



Constructed Inspection

ADA Curb Ramp Documentation
Type: Perpendicular



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMIDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMIDOT PROJECT #: _____

NMIDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

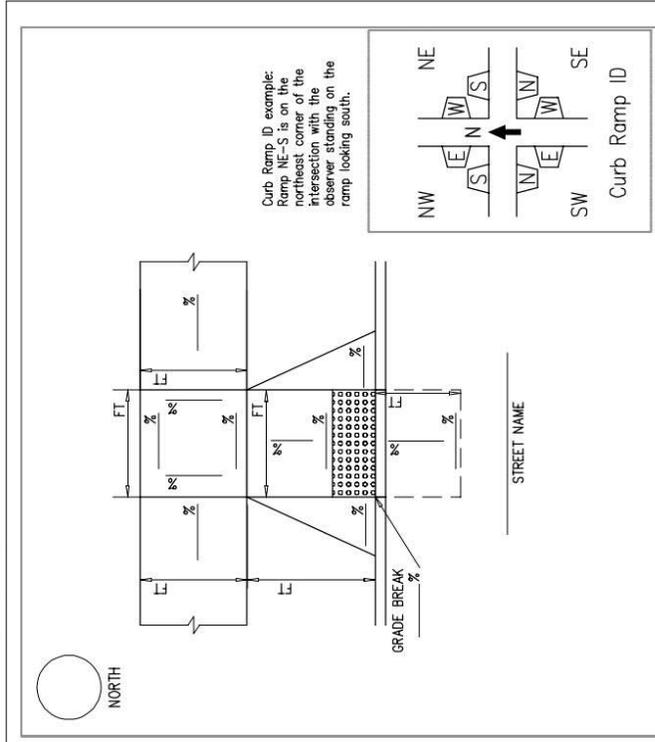
CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

Pre-Pour Inspection

ADA Curb Ramp Documentation
Type: Perpendicular



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMIDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMIDOT PROJECT #: _____

NMIDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

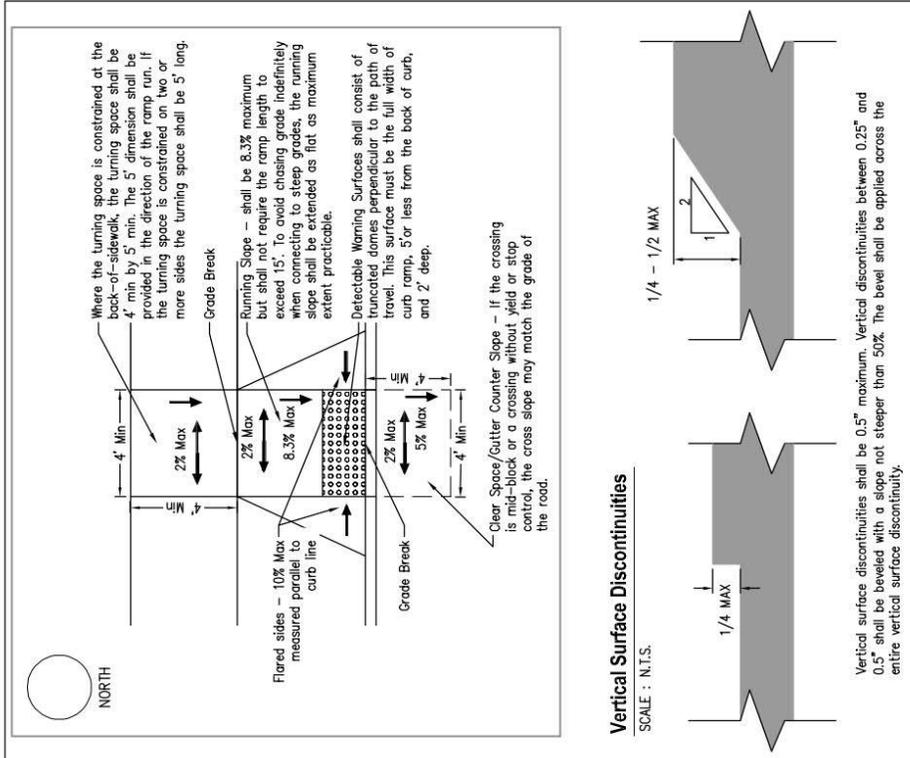
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular



COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular



ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Constructed Inspection

NORTH

Curb Ramp ID

STREET NAME _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Pre-Pour Inspection

NORTH

Curb Ramp ID

STREET NAME _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

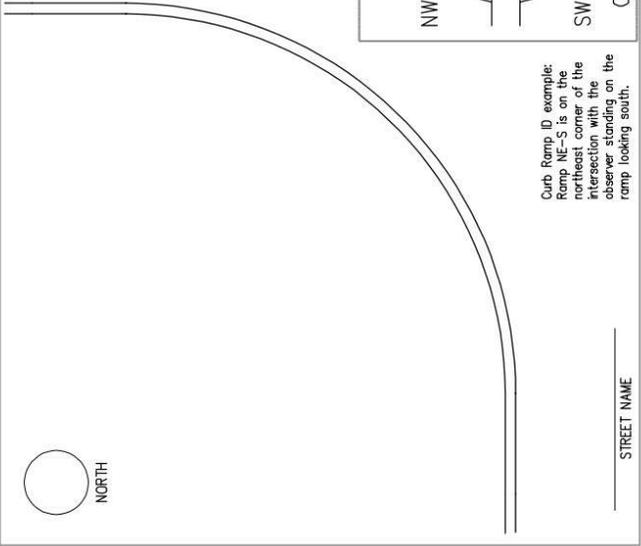


Constructed Inspection



NORTH

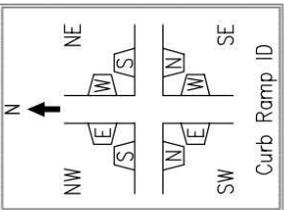
STREET NAME _____



STREET NAME _____

Curb Ramp ID

Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NM DOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NM DOT PROJECT #: _____

NM DOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

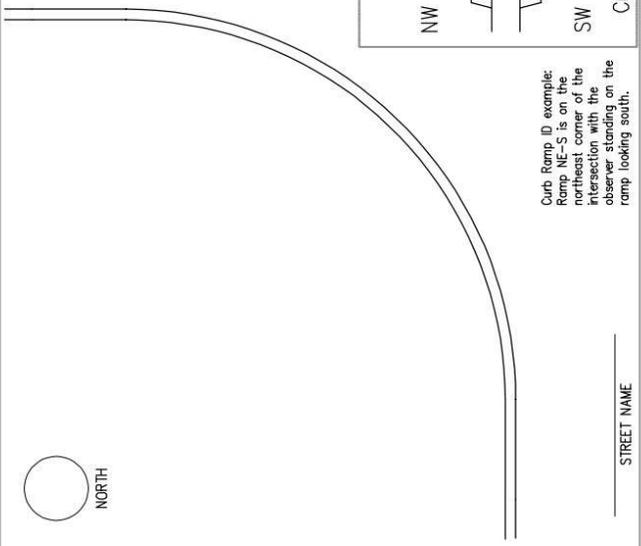


Pre-Pour Inspection



NORTH

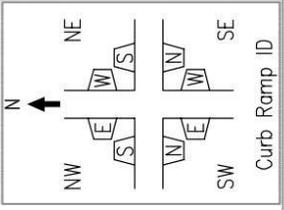
STREET NAME _____



STREET NAME _____

Curb Ramp ID

Curb Ramp ID example:
Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NM DOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NM DOT PROJECT #: _____

NM DOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



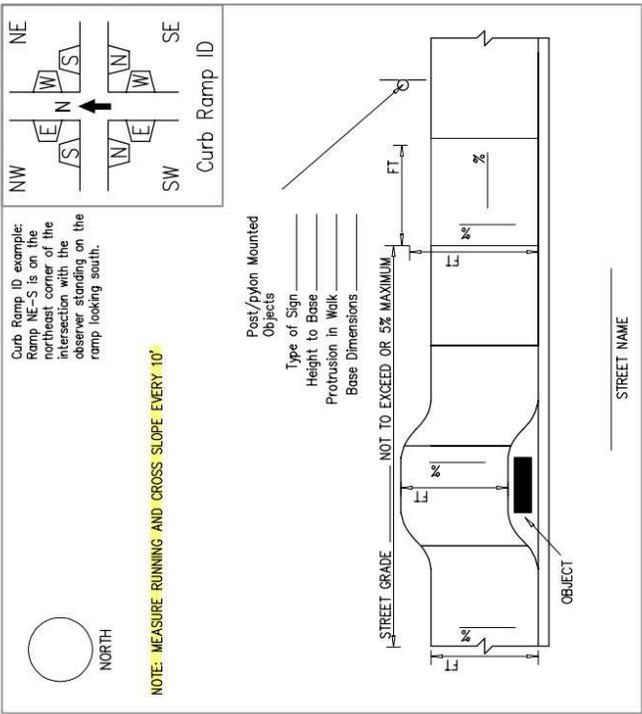
ADA Pedestrian Access Route (PAR) Documentation
Type: Typical PAR

Constructed Inspection

ADA Pedestrian Access Route (PAR) Documentation
Type: Typical PAR

Constructed Inspection

NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMIDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMIDOT PROJECT #: _____

NMIDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

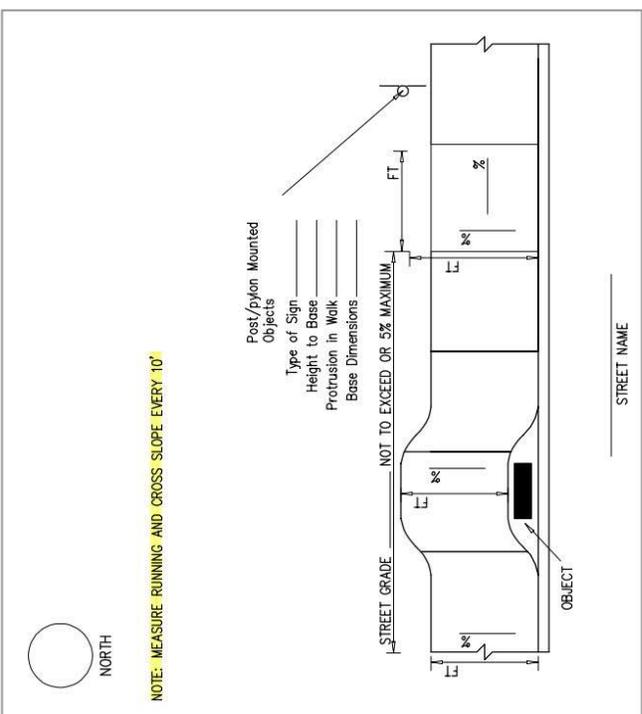
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



ADA Pedestrian Access Route (PAR) Documentation
Type: Typical PAR

ADA Pedestrian Access Route (PAR) Documentation
Type: Typical PAR

NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

NMIDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMIDOT PROJECT #: _____

NMIDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

D.4. BAR GRAPH BASELINE SCHEDULE

NOTICE TO CONTRACTORS

Bar Graph Baseline Schedule

CN S100130

This project shall utilize a Bar Graph Baseline Schedule format in accordance with Standard Specifications for Section 108 – Prosecution and Progress, Subsection 108.3.2.2 – Bar Graph Baseline Schedule.

D.5. NON-MANDATORY PRE-BID CONFERENCE

NOTICE TO CONTRACTORS

Non-Mandatory Pre-Bid Conference

CN L500219

A Pre-Bid Conference (NON-MANDATORY) for CN L500219 will be held on October 26, 2015 in the Roundhouse conference room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200. The purpose of this Non-Mandatory Pre-Bid is to discuss: (a.) General Overview of Project; (b.) City of Santa Fe Utility Specifications (c.) Other issues related to project. For additional information regarding the Pre-Bid Conference, contact Desirae Lujan at 505-955-6672.

D.6. Coordination of Utility Relocations/Installations**NOTICE TO CONTRACTORS****Coordination of Utility Relocations / Installations**

**October 2015
CN L500219**

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 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 following utility facilities exist within the public right-of-way. 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. The schedule of work shall provide not less than the number of calendar days listed below for the utility owner to complete their work. The utility owner will provide construction staking and layout for the utility relocations and/or installations if required. After the staking and layout have been completed, and specific work areas are made available to the utility, the utility facility will be relocated within the listed calendar days.

Utility facilities known to be within the project limits, their work locations and schedule for relocation and/or installation are listed below:

UTILITY OWNERS & RELOCATION/INSTALLATION SCHEDULES

Utility Owner	Contact & Phone No.	Location	Schedule
Public Service Company of New Mexico	Jerrold Ortega (505) 473-3206	Overhead Diagonal to existing bridge	Removed and relocated prior to demolition, reset in original location following construction.
Comcast	David Aikin (505) 780-1348	Overhead Diagonal to existing bridge	Permanently removed prior to construction.
New Mexico Gas Company	Frank Aragon (505) 473-7202	Defouri Street Station 9+88.50 Rt	Protect in place or relocate as needed to construct the drainage structure.

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.

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**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

Defouri St. and Guadalupe St. Bridges Project, CIP No. 823

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:

Commission, Department, District,
Engineer, The State
Commission or Department,
Cabinet Secretary or Secretary

Department

Engineer

Project Manager

State

REPLACE WITH:

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

The City or its Consultant as applicable

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.

The individual designated by the Engineer who is responsible for observing construction and the administration of the project.

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
GENERAL PROVISIONS		
Section 101	Abbreviations, Symbols, Definitions and Terms	92
Section 102	Bidding Requirements and Conditions	94
Section 103	Award and Execution of Contract	95
Section 104	Scope of Work	95
Section 105	Control of Work	96
Section 106	Control of Materials	97
Section 107	Legal Relations, Environmental Requirements and Responsibility to Public	100
Section 108	Prosecution and Progress	101
Section 109	Measurement and Payment	102

SPECIAL PROVISIONS

	pg #s
Contractor Quality Control Plan (2-12-14)	
Delete Reference to 304 Replace with 303 (2-24-14)	
Section 201 – Clearing and Grubbing (2-12-14)	
Section 203-C – Unstable Subgrade Stabilization (8-11-15)	
Section 206 – Excavation and Backfill for Culverts and Minor Structures (8-14-15)	
Section 403 – Open Graded Friction Course (4-7-14)	
Section 405 – Detour Pavements (2-13-14)	
Section 423 – Hot Mix Asphalt – Superpave (QLA and Non-QLA) (3-4-15)	
Section 663-C – Pre-Construction Utility Survey (8-11-14)	
Section 664 – Landscape Planting	
Item No. 664990 – Landscape Irrigation	
Section 702-C – Traffic Control Devices During Construction (7-20-15)	
Section 704-B - Retroreflective Preformed Patterned Pavement Markings (3-3-97)	
Section 706 A – Power Service Installation (4-4-06)	
Section 713 – Advanced Traffic Management System (8-13-15)	
Section 716 A – Internally Illuminated Signs (5-15-08)	
Section 750 A – Fiber Optic Cable (2-1-13)	
Section 750 C – Pullbox and Manhole (4-19-13)	
Section 750 H – ITS Acceptance Testing (5-7-09)	
Section 901 – Quality Control Quality Assurance (QCQA) (1-29-15)	

**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 by 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:
- 107.14 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:
- 108.6 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.

- b. INTENT OF THE CONTRACT. Replace the word "Department" with "Owner" throughout.
- c. SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK. Replace the word "Department" with "Owner" throughout the subsection.
- d. 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 SPECIFICATIONS. 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.
- o 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: Defouri St. and Guadalupe St. Bridges Project (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".
- 104.1 RAILROADS. Replace the word "Department" with "Owner" throughout the subsection.

- 102.8 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".
- 105.9 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 OFFICIALS. 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.
- 107.10 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".

102.3 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

February 12, 2014

**SPECIAL PROVISIONS
MODIFYING****SECTIONS:****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**

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

303.5.1 WORK INCLUDED IN PAYMENT

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.

403.5.2 WORK INCLUDED IN PAYMENT

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.

412.5.1 WORK INCLUDED IN PAYMENT

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.

413.5.1 WORK INCLUDED IN PAYMENT

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.

415.5.2 WORK INCLUDED IN PAYMENT

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.

416.5.1 WORK INCLUDED IN PAYMENT

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.

417.5.1 WORK INCLUDED IN PAYMENT

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.

451.5.2 WORK INCLUDED IN PAYMENT

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.

517.5.1 WORK INCLUDED IN PAYMENT

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.

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.

February 12, 2014

**F.1. SPECIAL PROVISIONS
MODIFYING
SECTION 201: Clearing and Grubbing**

The 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction 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.

Revised January 29, 2015

April 8, 2014

F.2. SPECIAL PROVISIONS MODIFYING

SECTION 210: EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES

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

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:

- D. 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;
- E. Any temporary shoring of excavations required for construction phasing;
- F. Dewatering of excavations for Structure backfill: and
- G. Select backfill or Base Course.

Revised January 29, 2015

April 8, 2014

F.3. SPECIAL PROVISIONS MODIFYING

SECTION 210: EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES

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

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:

- 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;
- Any temporary shoring of excavations required for construction phasing;
- Dewatering of excavations for Structure backfill: and
- Select backfill or Base Course.

Revised September 1, 2015
March 4, 2015

F.4. SPECIAL PROVISIONS

MODIFYING

SECTION 423: HOT MIX ASPHALT – SUPERPAVE (QLA AND NON-QLA)

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

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

Revised February 2, 2015
November 3, 2014

**F.5. SPECIAL PROVISIONS
MODIFYING
SECTION 512: SUPERSTRUCTURE CONCRETE**

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

512.3 CONSTRUCTION REQUIREMENTS

Delete Subsection 512.3.7.3 Rate of Evaporation Limitations and substitute with the following:

Comply with Section 511.3.4.5 Rate of Evaporation Limitations.

512.3.10 Final Operations

Delete Subsection 512.3.10.1 Curing and substitute with the following:

Unless otherwise specified in the Contract, cure Bridge decks and approach slabs in accordance with Section 511.3.10, "Curing." Ensure forms supporting Bridge decks remain in place for at least seven (7) Days.

March 4, 2015

**F.6. SPECIAL PROVISIONS
MODIFYING
SECTION 532: PENETRATING WATER REPELLENT TREATMENT**

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

532.4 METHOD OF MEASUREMENT

Delete Subsection 532.4 METHOD OF MEASUREMENT and substitute with the following:

Penetrating Water Repellent Treatment of existing concrete surface areas will be paid for at the contract unit price per square yard.

532.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Penetrating Water Repellent Treatment	Square Yard

Include the following Subsection:

532.51 Work Included in Payment

Penetrating Water Repellent Treatment applied to surfaces of new concrete structures will be considered as included in the payment for the main items and will not be paid for separately.

December 11, 2012

F.7. SPECIAL PROVISIONS

for

SECTION 533-B: EMBEDDED GALVANIC ANODES

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

1. DESCRIPTION.

1.1 General. Embedded galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of the concrete patches or along the interface between new and existing concrete, the anodes mitigate the formation of new corrosion sites in the existing concrete in adjacent areas.

1.2 The Contractor shall furnish all materials, storage, handling, tools, equipment, labor, and other appurtenances necessary to complete the work.

2. MATERIALS.

2.1 Embedded galvanic anodes shall be pre-manufactured, and consist of a minimum of 100 grams (3.5 oz) of zinc in compliance with ASTM B6 Special High Grade cast around a pair of steel tie wires in compliance with bright annealed ASTM A82 and encased in a highly alkaline cementitious shell with a pH of 14 or greater. The cementitious shell shall contain no added sulfate nor shall it contain chloride, bromide or other constituents that are corrosive to the reinforcing steel. Anodes shall be supplied with integral unspliced wires with loop ties for directly tying to the reinforcing steel.

The embedded galvanic anodes shall appear on the Department's "Approved Products Listing, or is designated in the contract, or approved by the Bridge Bureau.

2.2 The repair mortars and concretes of Section 533 - Concrete Structure Repair shall be Portland cement based material with suitable electrical conductivity less than 15,000 ohm-cm. Repair mortars must be tested and approved acceptable, by the manufacturer of the galvanic anodes or independent testing agency, for use as a low resistive conductive material meeting the requirements of <15,000 ohm-cm. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. The repair mortars or concretes shall be submitted to the Bridge Bureau for approval. The material will be paid for under Section 533 - Concrete Structure Repairs.

3. CONSTRUCTION REQUIREMENTS.

3.1 General. Unless specified on the Contract Drawings, the galvanic anodes shall be installed along the perimeter of the repair or interface at a maximum spacing of 24 inches. The spacing may be reduced to 18 inches to match the spacing of the existing rebar.

3.2 Galvanic Anode Installation

- Install anodes and repair material immediately following preparation and cleaning of steel reinforcement. Pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition, and then complete the repair. Do not soak the anode units for greater than 20 minutes.
 - Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
 - Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tie wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.
 - Electrical continuity
- Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter.
 - Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV.
 - Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire.
 - Electrical continuity between test area is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the potential is less than 1 mV.
 - The Contractor shall furnish the NMDOT with a multi-meter to independently check the electrical connection. The multi-meter is to become the property of the NMDOT.

4. METHOD OF MEASUREMENT.

4.1 The Embedded Galvanic Anodes will be measured by each

5. BASIS OF PAYMENT

Payments will be made under:

PAY ITEM	PAY UNIT
Embedded Galvanic Anodes	Each

5.1 Work Included in Payment

The following item will be considered as included in the payment for Embedded Galvanic Anodes and will not be measured or paid for separately:

- A. Multi-meter

January 7, 2015

F.8. SPECIAL PROVISIONS
MODIFYING
SECTION 536: POLYMER CONCRETE BRIDGE DECK OVERLAY

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

Replace the following Subsection 536.3.8 **Curing** in its entirety.

536.3.8 Curing

No vehicular traffic or equipment shall be allowed on the overlay during the curing period.

Cure each application of overlay (polymer and aggregate) free from vehicular traffic and until vacuuming or broom does not tear or damage the surface, as determined and approved by the Project Manager.

After the first application cures, remove loose aggregate with a vacuum or broom, prior to the second application.

March 3, 2014

**F.9. SPECIAL PROVISIONS
MODIFYING
SECTION 632: REVEGETATION**

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

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)

Revised August 11, 2014
September 15, 2005

F.10. SPECIAL PROVISIONS

for

SECTION 663-C: PRE-CONSTRUCTION UTILITY SURVEY

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

1.0 DESCRIPTION.

1.1 General. This work shall consist of, but not necessarily be limited to, identifying and establishing locations of existing underground and overhead utilities within the project limits of New Mexico Department of Transportation (the Department) construction project and determining how those utilities will be impacted by the project. This work shall include all necessary research, field investigations, test holes, plotting, and recommendations relative to impacts on existing or proposed utility systems by highway and/or bridge construction. The Contractor shall comply with the requirements set forth in the Department's Survey Manual, Railroad and Utilities Manual, NMAC17.4.2, and the Manual for Highway Construction. This work shall be complete prior to any subsurface excavation unless authorized by the Project Manager.

The Contractor shall provide all equipment, personnel and supplies required to perform their research, designating, and locating services. The Contractor shall obtain all necessary permits from city, county or other municipal jurisdictions to allow the Contractor to work in existing streets, roads and right-of-ways for the purpose of marking, measuring and recording of existing utilities. The Contractor shall notify Blue Stake or One Call, prior to any fieldwork and will be responsible for any fees incurred.

1.2 Scope of Subsurface Utility Engineering Services. The Contractor shall perform all the necessary tasks required to research, designate, locate, plot and tie existing and/or proposed utilities within project construction. The scope of services shall be conducted in four (4) work activities described as follows:

1.2.1 Research of Records. The Contractor shall coordinate with utility owners and others, as required, in researching the location(s) of existing utilities and the approximate location(s) of any planned utilities. While the Contractor is obtaining the information from the utility owners, the Contractor shall be required to ascertain the age and general condition of the utility facility. After the Contractor has researched all available "as-builts" from the utility owners and other available utility information, the Contractor shall perform a field review and survey to correlate all researched utilities and field utility identities and locations.

1.2.2 Designate. For the purpose of this contract, "designate" shall mean to determine the existence and accurate horizontal location of underground utilities, using geophysical prospecting techniques including, but not limited to, electromagnetic and sonic methods. Accurate shall mean within 1 ft. to 2 ft., unless the Project Manager specifies a more precise tolerance for the location(s). The Contractor shall also designate water wells and septic drain fields. While performing the designating service, the Contractor may excavate preliminary test holes, at no extra cost to the State, for the purpose of determining the general depth of the utility line. Any markings on the sidewalks or roadway for survey identification shall be of a temporary nature (Kiel, chalk, spray chalk, nails, etc.) and shall not damage the surface in any manner. This work shall be coordinated with the Project Manager and completed prior to and presented at the pre-construction meeting. Work shall be presented in a plan format relative to new construction to be installed.

1.2.3 Locate. For the purpose of this contract, "locate" shall mean to obtain precise horizontal and vertical positions of the utility facility by excavating test holes (Level A SUE). The Contractor shall locate utilities at all locations where potential conflicts have been identified as determined by the Project Manager. The test holes (pits) shall be done by a vacuum excavation system and in a manner so as not to cause damage to the utility facilities or other underground structures. Test holes shall be completed as needed to determine utility depth and assist in location of new conduit or light pole foundation locating and installation so as to avoid any impact to existing utilities.

The Contractor shall record these locations onto the construction plans as directed by the Project Manager. The Contractor shall also plot horizontal locations on a plan sheets and vertical elevation on a profile and cross-section sheets.

2.0 MANPOWER.

2.1 Subsurface utility engineering services shall be provided by personnel who are qualified and experienced in subsurface utility engineering. These personnel must be pre-approved by the Department's Railroad and Utilities Section or the Project Manager prior to providing services. Experience in utility design, highway engineering and storm drainage design are important factors.

2.2 The Contractor shall list three (3) key staff personnel. The key staff shall include:

- A. A Professional Engineer registered in the State of New Mexico with expertise in subsurface utility engineering.
- B. A Professional Land Surveyor registered in the State of New Mexico with expertise in surveying utilities.
- C. An experienced Subsurface Utility Engineering Services Project Manager.

3.0 EQUIPMENT.

The Contractor shall list the quantity and different types of equipment that will be used for designating and locating services. This listing shall be submitted to the Project Manager prior to beginning work.

4.0 METHOD OF MEASUREMENT.

Pre-Construction Utility Survey will be measured by Lump Sum.

5.0 BASIS OF PAYMENT.

5.1 Pre-Construction Utility Survey will be paid for at the Lump Sum contract price.

Payment will be under:

Pay Item	Pay Unit
Pre-Construction Utility Survey	Lump Sum

5.2 Work Included in Payment. The following work will be considered as included in the payment for Pre-Construction Utility Survey and will not be measured or paid for separately:

Equipment and supplies required for the work; research, designating and surveying, locating, excavating test holes, surface identification and monumentation, plotting and tying, analysis and recommendations; personnel; sub-consulting; travel, accommodations and expenses incurred by personnel and sub-consultants for the required work; necessary permits; fees incurred from notifying Blue Stake or One Call; Contractor Liability Insurance.

5.3 Pertinent Stipulations. The SUE Contractor shall have and maintain professional liability insurance that covers their subsurface utility operations and insurance for their professional services that will hold the Department harmless for errors and omissions which shall remain in effect for a minimum of three (3) years after the construction of this project is complete.

Revised July 20, 2015
May 1, 2006

F.11. SPECIAL PROVISIONS FOR SECTION 702-C: TRAFFIC CONTROL DEVICES DURING CONSTRUCTION

The 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction 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

March 03, 1997

F.12. SPECIAL PROVISIONS FOR

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT SPECIAL PROVISIONS FOR

RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKINGS SECTION 704-B

All pertinent provisions of the New Mexico State Highway and Transportation Department's Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

1. DESCRIPTION

1.1 This work shall consist of furnishing and installing durable retroreflective pre-formed patterned pavement markings or stripes in accordance with these Special Provisions and in compliance with the dimensions and lines shown on the plans or as established by the Project Manager.

1.2 The Contractor shall furnish all materials, labor, tools, equipment and any other appurtenances necessary to complete the work.

2. MATERIALS.

2.1 General. The retroreflective preformed patterned markings shall consist of white or yellow materials with pigments selected and blended to conform to standard highway colors through the expected life of the markings. Ceramic beads shall be incorporated to provide immediate and continuing retroreflection.

2.11 Preformed Patterned words and symbols shall conform to the applicable shapes and sizes as specified in the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways".

2.12 The retroreflective preformed patterned markings shall be capable of being adhered to asphalt concrete or portland cement concrete by a pre-coated pressure sensitive adhesive. A primer may be used to precondition the pavement surface. The retroreflective preformed patterned markings shall conform to pavement contours by the action of traffic. The pavement markings shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application the retroreflective preformed patterned markings shall be immediately ready for traffic.

2.13 The markings shall be highly durable retroreflective pliant polymer materials designed for longitudinal markings subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment on typical longitudinal configurations such as edge lines, barrier lines and lane lines.

2.14 The bidder, when bidding, shall identify proper solvents and primers (where necessary) to be applied at the time of application, all equipment necessary for proper application, and recommendations for application that will assure effective product performance. The retroreflective preformed patterned markings shall be suitable for use for at least one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

2.2 Physical Requirements.

2.21 Composition. The retroreflective preformed patterned markings shall consist of a mixture of high quality polymeric materials, pigments and glass beads distributed throughout its base cross sectional area, with a reflective layer of ceramic beads bonded to a durable polyurethane topcoat surface. The patterned surface shall have fifty percent (50%), plus or minus fifteen percent ($\pm 15\%$), of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free from exposed beads or particles.

2.22 Reflectance. The white and yellow markings shall have the following initial expected reflectance values as measured in accordance with the testing procedures of ASTM D 4061. The photometric quantity to be measured shall be specific luminance (SL), and shall be expressed as millicandelas per square foot per foot-candle $[(\text{mcd} \cdot \text{ft}^2) \cdot \text{fc}^{-1}]$. The metric equivalent shall be expressed as millicandelas per square meter per lux. The test distance shall be 50 ft. (15m) and the sample size shall be a 2.0 ft. x 2.5 ft. rectangle (0.61m x 0.76m).

TABLE 1

Entrance Angle	Observation Angle	Specific White	Luminance Yellow
86.0°	0.2°	1100	800
*86.5°	1.0°	700	500

Specific Luminance (SL) values indicate initial expected reflectance values and are not intended to represent minimum values.

* These retroreflectance values are based on dark room photometric readings in accordance with ASTM D 4061.

2.23 Beads. The size and quality of the beads shall be such that the performance requirements for the retroreflective pavement markings will be met. Bead adhesion shall be such that beads are not easily removed when the film surface is scratched firmly with a thumbnail.

a. Index of Refraction. All ceramic beads bonded to the polyurethane coated patterned surface of the material shall have a minimum index of refraction of 1.70 when tested using the liquid oil immersion method. The glass beads mixed into the pliant polymer shall have a minimum index of refraction of 1.5 when tested by the liquid oil immersion method or equivalent.

b. Acid Resistance. The beads shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7cc of concentrated acid into 1000cc of distilled water. **CAUTION: Always add the concentrated acid into the water, not the reverse.** The test shall be performed as follows:

1. Take a one (1) inch x two (2) inch (25 mm x 50 mm) sample, adhere it to the bottom of a glass tray and place just enough acid solution to completely immerse the sample. Cover the tray with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. Then decant the acid solution (do not rinse, touch or otherwise disturb the bead surfaces) and dry the sample while adhered to the glass tray in a 150°F (66°C) oven for approximately 15 minutes.
2. Microscopic examination (20X) shall show no more than 15% of the beads having a formation of a very distinct opaque white (corroded) layer on their entire surface.

2.24 Color. The retroreflective preformed patterned markings shall consist of white and yellow films with pigments selected and blended to conform to standard highway colors.

2.25 Skid Resistance. The surface of the retroreflective pavement markings shall provide an initial average skid resistance value of 45 BPN when tested according to ASTM E-303-83, except that values will be taken at downweb and 45 degrees to downweb, and these values will be averaged.

2.26 Patchability. The pavement marking material shall be capable of use for patching worn areas of the same type in accordance with manufacturer's recommendations.

2.27 Thickness. The material without adhesive shall have a minimum caliper of 0.065 inch (1.651 mm) at the thickest portion of the patterned cross section and a minimum caliper of 0.02 inch (0.508 mm) at the thinnest portion of the cross section.

2.3 Effective Performance Life. The materials when applied according to the recommendations of the manufacturer shall provide neat, durable markings that will not flow or distort due to temperature if the pavement surface remains stable. The markings shall be weather resistant and, through normal traffic wear, shall show no appreciable fading, lifting or shrinkage throughout its useful life, and shall show no significant tearing, roll back or other signs of poor adhesion.

3. CONSTRUCTION REQUIREMENTS.

3.1 Installation Requirements. The markings shall be applied in accordance with the manufacturer's recommendations. Marking configurations shall be in accordance with the "Manual on Uniform Traffic Control Devices".

3.11 The markings shall be applied before public traffic is allowed on the freshly paved surface unless otherwise approved by the Project Manager. Preferably, the markings should be inlaid in the fresh surface during final rolling of the mat, but in any case they shall be applied before the close of shift on the day which the surface is paved. These markings can also be overlaid on existing pavement surfaces.

3.2 A visual night inspection will be made with a manufacturer's representative and a Department representative to identify areas of the installation which appear substandard, and corrective measures shall be taken to correct the substandard areas.

4. METHOD OF MEASUREMENT.

4.1 Linear pavement stripes will be measured by the linear foot of four(4) inch, eight(8) inch, twelve(12) inch, or twenty four(24) inch (100 mm, 200 mm, 300 mm, or 600 mm) width complete in place.

4.2 Word and symbol pavement markings will be measured by the unit per each complete in place.

5. BASIS OF PAYMENT.

5.1 Retroreflective Preformed Patterned Pavement Stripe will be paid for at the contract unit price per meter (linear foot) for linear applications. Retroreflective Preformed Patterned Pavement Marking Words/Symbols shall be paid for at the contract unit price per each. Payment shall be full compensation for cleaning and preparing the pavement surface, for furnishing and placing all materials and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

PAY ITEM

PAY UNIT

Retroreflective Preformed Patterned

Pavement Stripe_____ in (mm)

meter (linear foot)

Retroreflective Preformed Patterned Pavement
Marking Words/Symbols

Each

Revised January 29, 2015
January 27, 2014

F.13. SPECIAL PROVISIONS

MODIFYING

SECTION 901: QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

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

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:

- A. Los Angeles Wear (in accordance with AASHTO T 96, Method B);
- B. Soundness loss (in accordance with AASHTO T 104); and
- C. 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:

$$AI = \frac{1}{3} \sqrt{LA^{2.2} + SL^{3.0} + A^{4.0}} \quad (1)$$

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:

- A. Determine the L.A. Wear as a whole number – for example, 25;
- B. Determine the Soundness Loss as a whole number – for example, 15;
- C. Determine the Absorption as a whole number – for example, 3;
- D. Calculate the value of the L.A. Wear taken to the 2.2 power – that is, $25^{(2.2)} = 1189.8$;
- E. Calculate the value of the Soundness Loss taken to the 3rd power – that is, $15^{(3)} = 3375$;
- F. Calculate the value of the Absorption taken to the 4th power – that is, $3^{(4)} = 81.0$;
- G. Add the value obtained from steps 4, 5, and 6 – that is, $11.89.8 + 3375 + 81.0 = 4645.8$;
- H. Determine the square root of Step 7 – that is, $\sqrt{(4658.8)} = 68.2$;
- I. Divide the result from Step 8 by 3 – that is, $68.2 \div 3 = 22.7$; 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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