

City of Santa Fe, New Mexico



“REQUEST FOR BID”

**Project Manual & Construction Agreement
Santa Fe River Trail Connections and Improvements
CIP # 460B
CN S100280**

RFB: Bid Number ‘16/24/B

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. '16/24/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, February 15, 2016. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

CIP NO: 460B, SANTA FE RIVER TRAIL CONNECTIONS AND IMPROVEMENTS

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: January 19, 2016
To be published on: January 22, 2016

Received by the Albuquerque Journal on: January 19, 2016
To be published on: January 22, 2016

The purpose of this Request for Bid (RFB) is to procure construction services for the design of multi-use (bicycle and pedestrian), urban trail connections, and improvements at a number of locations along the Santa Fe River Trail.

The project sites include:

1. Trail connections and crosswalks from the River Trail to Camino del Campo and Candelario;
2. Widening of the existing trail (sidewalk) between St. Francis Drive and Camino Del Campo;
3. Improved trail connection between La Madera Street and the River Trail (through Alto/Bicentennial Park);
4. Improved trail connection from Paseo de la Conquistadora to the River Trail immediately west of Camino Alire;
5. Improved trail connection from Camino de Chelly to the walkways at Frenchy's Park across Agua Fria Street (for connection through the park to the River Trail).

Contract documents may be reviewed at the Engineering Division of the City and also 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@isgft.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.

PRE-BID CONFERENCE: A mandatory pre-bid conference will be held for this project on **February 2, 2016**, at 2:00PM, in the Roundhouse conference room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200.

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the construction of Santa Fe River Trail Connections 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 # SF-15-1562A, 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 E.

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**A.2. BID SCHEDULE
BID # '16/24/B**

1. ADVERTISEMENT January 22, 2016
2. ISSUANCE OF BID'S January 22, 2016
3. PRE-BID CONFERENCE (Mandatory): February 2, 2016 at 2:00 P.M.,
Roundhouse Conference Room at the
Market Station Offices of the City of
Santa Fe at 500 Market Street, Suite
200
4. RECEIPT OF BID: February 15, 2016 at 2:00 P.M., local
prevailing time. Purchasing Office 2651
Siringo Road Bldg., "H" Santa Fe, New
Mexico 87505, (505) 955-5711
5. RECOMMENDATION OF AWARD
TO: PUBLIC WORKS COMMITTEE March 7, 2016
6. RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: March 14, 2016
7. RECOMMENDATION OF AWARD
TO CITY COUNCIL: March 30, 2016
8. NOTICE TO PROCEED: April 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 Santa Fe River Trail Connections and Improvements, CIP #460B in accordance with the drawings, specifications and other contract documents prepared by Santa Fe Engineering Consultants, 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 Santa Fe River Trail Connections and Improvements, CIP #460B 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.
3. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.
4. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his/her bid, each bidder must (a) examine the bidding documents thoroughly, (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

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

6. INTERPRETATIONS:

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.

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

- be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening, or sooner.
8. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.
 9. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**
 - a) The Contractor, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.
 - b) Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor, and Industrial Division). A contractor or subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over \$50,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over fifty thousand dollars (\$50,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.
 - c) Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.
 - d) The Contractor shall list all subcontractor names, addresses, and type of work to be performed.
 - e) The threshold amount for this project is \$5,000. The General contractor must list all subcontractors who will perform work in excess of this threshold. Only one sub-contractor may be listed for each category as defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.
 - f) **EXEMPTION:** In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for

construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement, or repair of streets or highways, which covers street lighting and traffic signals.

- g) The bidder shall list the subcontractor or material suppliers he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. If awarded the contract, the Bidder shall use the firm listed, or himself/herself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Owner of any reason as outlined herein.
- h) For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:
 - h.1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - h.2. The subcontractor fails or refuses to perform;
 - h.3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - h.4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - h.5. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - h.6. The subcontractor fails or refuses to meet bond requirements of the contractor.

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

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

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

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

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

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

h.13. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.

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

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

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

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

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

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

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

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

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

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

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

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

h.26. If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the bid opening. The subcontractor shall have six working days from the bid opening to submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.

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

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

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

- i) **QUALIFICATION OF BIDS:** All bidders must have a valid New Mexico Contractor's License appropriate to the work herein specified.
- j) **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. The bid submittal shall not be detached from the bound set of bidding documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

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

1. **RECEIPT AND OPENING OF BIDS**

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. The City Purchasing Office will receive bids until **2:00 P.M. local prevailing time, February 15, 2016**. 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: **'16/24/B**
Title of the bid: **CIP NO: 460B - Santa Fe River Trail Connections and Improvements, CN S100280**

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**

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

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 Five Hundred Dollars (\$500.00) 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.

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 one vendor who meets 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 # '16/24/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 completion of project. 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

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____

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 Santa Fe River Trail Connections and Improvements Project, CIP #460B, 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 from the final completion acceptance date. The undersigned will be notified prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.
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: **Santa Fe River Trail Connections and Improvements, CIP #460B**

Bid No. '16/24/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents, which includes:
 - Advertisement for Bids
 - Instructions For Bidders
 - Bid Submittal and other required bid forms as listed herein
 - Agreement
 - Form of Performance Bond
 - Form of Labor and Material Payment Bond
 - Technical Specifications
 - Everything else included in the Project Manual and the Drawings.

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

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

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

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Base Bid			
Item No.	Item Description	Units	Apprx. Quantity
1	201000 CLEARING AND GRUBBING <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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 <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	180 <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 <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	510 <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	543100 METAL RAILING, PEDESTRIAN <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	405 <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	543200 METAL RAILING, BICYCLE <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	260 <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	570024 24" CULVERT PIPE <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	15 <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	601000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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	601000 REMOVAL OF SURFACING <i>Unit Bid Price Written in WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	140 <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	Apprx. Quantity
9	603100 <i>TEMPORARY SOIL STABILANT</i> <i>Dollars and Cents</i>	AC <i>Dollars and Cents</i>	0.150 <i>Dollars and Cents</i>
	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
10	603261 <i>COMPOSTED MULCH SOCKS</i> <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	380 <i>Total Item Bid Amount Written in NUMBERS</i>
	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
11	608004 <i>CONCRETE SIDEWALK 4"</i> <i>Unit Bid Price Written in WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	3265 <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	609200 <i>HEADER CURB</i> <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	235 <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	609418 <i>CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 18"</i> <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	310 <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	609424 <i>CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"</i> <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	214 <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	618000 <i>TRAFFIC CONTROL MANAGEMENT</i> <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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	621000 <i>MOBILIZATION</i> <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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	Apprx. Quantity
17	623311 CDI TYPE I-B, TO 4' <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	1 <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	623600 JUNCTION BOX <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	1 <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	632000 CLASS A SEEDING <i>Unit Bid Price Written in WORDS:</i>	AC <i>Unit Bid Price Written In NUMBERS:</i>	0.130 <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	667309 RECYCLED CONCRETE WALL <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	590 <i>Total Item Bid Amount Written in NUMBERS</i>
	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
21	667500 BOLLARD <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	1 <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	667319 CEDAR RAIL FENCE <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	100 <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	667507 AMENDED SOIL <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	32 <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	701000 PANEL SIGNS <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	95 <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	701030 REMOVE AND RESET PANEL SIGN <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	1 <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	Apprx. Quantity
26	701100 STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	275 <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	702610 PORTABLE CHANGEABLE MESSAGE SIGN <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	2 <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	702810 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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	702814 TYPE I RETROREFLECTIVE PREFORMED PAVEMENT STRIPE 24" <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	326 <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	709020 RIGID ELECTRICAL CONDUIT 2" (DIA.) <i>Unit Bid Price Written in WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	1980 <i>Total Item Bid Amount Written in NUMBERS</i>
	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
31	710000 ELECTRICAL PULL BOX (STANDARD) <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	12 <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	801000 CONSTRUCTION STAKING BY THE CONTRACTOR <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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	801000 POST CONSTRUCTION PLANS <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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	801000	CONTRACTOR PROCESS QUALITY CONTROL <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	LS <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: <i>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).</i>				

2. Bidder has bid on all items.

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

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

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

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

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

http://www.santafenm.gov/bids_rfps

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

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

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

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

7. This Bid Submittal contains the following:

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

ONE ORIGINAL AND ONE COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

Telephone No. _____

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

New Mexico State Residence Preference Certificate Number, if any:

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A.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 _____, 2016, (Bid No. '16/24/B) for the construction of the Santa Fe River Trail Connections and Improvements, CIP #460B, 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. 2016.

BIDDER

By: _____
PRINCIPAL

(SEAL)

WITNESS

By: _____
SURETY

WITNESS

Title: _____

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A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPURTUNITY

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____

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

NAME AND TITLE OF SIGNER (please type or print)

SIGNATURE

DATE

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A.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 _____, 2016.

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 _____, 2016.

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, and 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 _____, 2016.

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.
- A. 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 # 460B
Santa Fe River Trail Connections and Improvements

This Agreement is entered into this _____ day of _____, 2016, by and between the
CITY OF SANTA FE, herein known as the Owner, and
_____, herein known as the Contractor.

For the following:

PROJECT: East Alameda Pedestrian Improvements Project

PROJECT NO.: CIP # 460B

ENGINEER OF RECORD: Bohannon Huston, Inc.
Courtyard I
7500 Jefferson St. NE
Albuquerque, NM 87109

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 _____, 2016.

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, and 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 #460B – Santa Fe River Trail Connections and Improvements. (Bid Number '16/24/B).

The work designated as Santa Fe River Trail Connections and Improvements consists of, but is not limited to construction of new pavement and multiuse trail sections, and related improvements for pedestrians, bicyclists and other trail users, as described in the Contract Documents.

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

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

ARTICLE 3

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 **90 Calendar Days** from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4

UNIT PRICE CONTRACT

The Owner shall pay the Contractor for actual work performed by unit price items for all work, other than those to be paid by lump sum. Subject to additions and deductions by Change Order as provided in the Contract Documents, the Base Bid & Additive Alternate amount in _____ dollars and cents (\$_____).

The Unit Bid Contract Total is determined as follows:

Base Bid	\$ _____.
Gross Receipts Tax (8.3125%)	\$ _____.
<i>Base Bid plus NMGR</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 Five Hundred Dollars (\$500.00) 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, and Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8

SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, and 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 or 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 or subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors, and suppliers.

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

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

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

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

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

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

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

OWNER

City of Santa Fe, Public Works Department
Roadway & Trails Engineering Division
P.O. Box 909
Santa Fe, New México 87504-0909

CONTRACTOR

New Mexico License # _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 NEW MEXICO TORT CLAIMS ACT

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

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

OWNER:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 1/11/16

KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item

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B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

(Here insert the name and address or legal title of the Contractor)
as Principal, hereinafter called Contractor, and

(Here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of

_____ DOLLARS,

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

B. WHEREAS, the Contractor has by written agreement dated _____, 2016, entered into a contract with the City of Santa Fe for the Santa Fe River Trail Connections and Improvements, CIP #460B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

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

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

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

SIGNED AND SEALED ON _____, 2016.

My Commission Expires:

Notary Public

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 _____, 2016, entered into a contract with the City of Santa Fe for the Santa Fe River Trail Connections and Improvements, CIP #460B, 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 _____, 2016.

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

East Alameda Pedestrian Improvements Project, CIP #460D

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 SF-15-1562A. Copies of the wage rate decision and applicable forms are bound in this section. The Contractor is hereby required to submit all wage decision forms to the City as follows:

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

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

C.3. SPECIAL PROVISIONS FOR SUBMISSION OF WEEKLY PAYROLLS

WAGE RATE DECISION

Contractors are hereby advised that this project is subject to the New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rate decision Number 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, James Martinez, Project Manager, no later than five (5) working days after the close of each payroll period. Contractor will be required to use the LCPTTracker 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

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

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

Who it affects:

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

Compliance:

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

Prohibitions against retaliation and circumvention:

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

Enforcement and Remedies:

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

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

Posting and Publication:

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

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

Municipalidad de Santa Fe

Ordenanza Respecto al Sueldo Mínimo

Ordenanza Numero §28-1 28-1.12 SFCC 1987

Propósito:

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

A Quién Afecta la Ordenanza:

- A toda empresa con o sin fines de lucro se requiere que tenga una licencia comercial o estar registrada con la ciudad de Santa Fe.

Cómo Se Tiene que Cumplir lo que Dispone la Ordenanza:

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

Se Prohíben Represalias o Evasiones:

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

Remedios Legales Para Implementar la Ley:

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

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

Colocación de Anuncios y Publicación de los Anuncios:

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

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

C.6. STATE WAGE DECISION

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-15-1562 A
NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 02/16/16

Description and Location of Work: Snata Fe River Trail Connections and Improvements Project
 Construction services for the multi-use (bicycle and pedestrian), urban trail connections and improvements at a number of locations along the Santa Fe River Trail.

City of Santa Fe County of Santa Fe Between St. Francis and Camino Del Campo

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 subcontractors 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-15-1562 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 _____

Snata Fe River Trail Connections and Improvements Project: Wage Decision #SF-15-1562 A
Construction services for the multi-use (bicycle and pedestrian), urban trail connections and improvements at a number of locations along the Santa Fe River Trail.

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

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

C.7. FEDERAL WAGE NO. NM150048

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

SUNM2011-002 08/25/2011	
	Rates
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. 460B
CN S100280

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 **90 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 this time 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.

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 Substantial 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.

Night Work & City Noise Ordinance

City of Santa Fe Noise Ordinance SFCC §10-2.4 B. (5) (a) prohibits operation of equipment used in construction work on streets in residential or commercially zoned areas between the hours of 9:00 p.m. and 7:00 a.m. the following day. However, the City of Santa Fe Public Works Dept. has acquired an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS. Therefore, the contractor may work nights if required, however, must coordinate such work at least 48 hours in advance with the Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The city reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the contractor work nights, the city may require the contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

**NOTICE TO CONTRACTORS
CIP No. 460B
CN S100280**

D.2. METAL RAILING

Item 543100 Metal Railing Pedestrian and Item 543200 Metal Railing Bicycle

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. 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 with a clear coat. 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 543100 and 543200 and no additional payment will be made.

END OF NOTICE

**NOTICE TO CONTRACTORS
CIP No. 460B
CN S100280**

D.3. COORDINATION OF UTILITY RELOCATIONS / INSTALLATIONS

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

UTILITY OWNER: PNM (Public Service Company of New Mexico)

Contact: Matthew Holbert

Office: (505) 473-3229 or Cell: (505) 730-9732

Utility Work By: PNM

Work Location:

West Alameda Trail - 2 Street Lights

Relocate from Sta. 403+10 , 4.3' back of curb to Sta. 403+10, 12.3' back of curb.

Relocate from Sta. 405+05 to Sta. 405+50 , 4' back of curb

Start Date and Work Days:

Engineering, Installation and relocation work of facilities will be accomplished prior to construction. Schedule and exact time frames of work will be coordinated with contractor at pre-construction meeting.

UTILITY OWNER: Comcast

Contact: David Aikin

Office: (505) 438-1930

Utility Work By: Comcast

Work Location:

La Conquistadora Trail - 2 subsurface lines

Sta. 200+90± - install a pull box on either side of trail and lower lines 3' below finished grade.

Work to be done after the rough grading for the project is complete.

Start Date and Work Days:

Engineering, installation and relocation work of facilities will be accomplished concurrent with construction. Schedule and exact time frames of work will be coordinated with contractor at pre-construction meeting.

**NOTICE TO CONTRACTORS
CIP No. 460B
CN S100280**

Page 2

UTILITY OWNER: CenturyLink

Contact: Gilbert Barela

Office: (505) 473-1984

Utility Work By: Centurylink

Work Location:

La Conguistadora Trail - 1 subsurface line

Sta. 200+90± - Install 125' of cable to reroute the existing facilities so the contractor can excavate. Work to be done after the rough grading for the project is complete.

Start Date and Work Days:

Engineering Installation and relocation work of facilities will be accomplished concurrent with construction. Schedule and exact time frames of work will be coordinated with contractor at pre-construction meeting.

See Utility General Note #6 for coordination with Century Link during excavation work in the area of a fiber optic line.

**NOTICE TO CONTRACTORS
CIP No. 460B
CN S100280**

D.4. MATERIALS TESTING

The City of Santa Fe will provide the Agency Testing and Independent Assurance Testing listed on the New Mexico Department of Transportation minimum testing requirements.

http://dot.state.nm.us/content/dam/nmdot/Construction/INDEPENDENT_ASSURANCE_PROGRAM_5-29-13.pdf

The Contractor shall provide the Contractor Testing. In addition, the contractor shall provide a minimum of one density test per material per day while material is being placed to certify that materials are placed as required by the specifications. This work is included in the completion of the project and no additional payment shall be made.

END OF NOTICE

D.5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

DBE A-1

NOTICE TO CONTRACTORS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM RACE-CONSCIOUS MEASURES

May 14, 2015

CN «CN»

This Project is subject to race-conscious measures. The established DBE Goal for this project is «db est» %.

At the time the bid is submitted to the Department, **ALL BIDDERS** as indicated below, shall establish whether it can or cannot meet the established DBE goal and shall complete, sign and submit Form No. A-585, DBE A-1 Pages 1 and 2 indicating the subcontractors/suppliers that it will use if awarded the project. Each Bidder is responsible for confirming that each DBE it intends to utilize is currently certified. To do so, Bidders should confirm the DBE firm's status by accessing the DBE Directory at <http://nmdot.dbesystem.com>. Any questions about accessing the Directory or properly completing the forms can be addressed to the NMDOT Office of Equal Opportunity Programs (OEOP) at 1.800.544.0936 or 505.827.1774.

In addition, within five (5) working days after the bid opening, by 4:00 PM, **ALL BIDDERS** shall submit written confirmation from each DBE of its intent to participate in the contract as provided in the Bidder's commitment. See the Notice to Contractors for Disadvantaged Business Enterprise (DBE) Program Race-Conscious Measures – Form A-644 for specific instructions and the required form (Form No. A-644).

If the bidder cannot meet the established DBE goal, the bidder shall submit documentation evidencing its "Good Faith Efforts" to obtain DBE participation. This documentation shall be submitted to the OEOP located at 1570 Pacheco Street, Suite A10, Santa Fe NM, 87505. Documentation will be accepted until 4:00 PM within (5) five working days after the bid opening. The *Selected DBE Program Provisions Disadvantaged Business Participation in USDOT Assisted Contracts* provides a detailed listing of the types of actions that the NMDOT will consider as evidence of a Bidder's "Good Faith Efforts" to obtain DBE participation. At a minimum, the Bidder shall provide evidence that it: solicited through all reasonable and available means the interest of all certified DBE firms that have the capability to perform the work on the contract; and, determined with certainty whether DBE firms were interested by taking appropriate steps to follow up on initial solicitations. Evidence shall include copies of newspaper advertisements, fax logs, telephone logs, or other means utilized to solicit and follow up with the DBE firms.

If a Bidder is submitting "Good Faith Efforts" documentation, this Notice to Contractors; Form No. A-585A, DBE A-1; and Form No. A-644 shall be completed and submitted in accordance with the time frames indicated above. If the OEOP determines that the apparent low bidder has failed to provide adequate evidence of "Good Faith Efforts", the Department will notify the apparent low bidder of that determination and provide the apparent low bidder with the opportunity to request administrative reconsideration of that determination pursuant to 49 CFR 26.53(b)(3)(d).

FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RENDER A BID NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

In accordance with 49 CFR Part 26, the Department's Disadvantaged Business Assistance Program, and the applicable Special Provisions, the bidder (Check box a., b. or c. as appropriate):

- () a. Assures to meet or exceed the established DBE goal.
- () b. Cannot meet the established DBE goal. Assures to submit "Good Faith Efforts" documentation.
- () c. Is a certified DBE contractor. Shall list itself and any other DBE subcontractor(s) on Form No. A-585A, DBE A-1.

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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

Santa Fe River Trail Connections and Improvements, CIP #460B

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

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

Where a conflict occurs between NMDOT and City of Santa Fe Special Provisions or City of Santa Fe Instructions to Bidders, the City of Santa Fe Special Provisions, and Instructions to Bidders shall control.

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

REFERENCE:

REPLACE WITH:

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

The City of Santa Fe except where District such reference is to rules, codes, Highway or regulations, or pre-qualification of bidders of the New Mexico Department of Transportation

Department

The City or its Consultant as applicable

Engineer

The City of Santa Fe Roadway & Trails Engineering Division Director acting through his duly authorized representative who is normally the Project Engineer, Project Manager, or Consulting Engineer.

Project Manager

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

State

City or Owner

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

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SPECIAL PROVISIONS

Section 201 – Clearing and Grubbing
Section 206 – Excavation and Backfill for Culverts and Minor Structures
Section 210 – Excavation and Backfill for Major Structures
Section 401 – Pavement Smoothness Measurement
Section 403 – Open Graded Friction Course
Section 405 – Detour Pavements
Section 423 – Hot Mix Asphalt – Superpave (QLA and non-QLA)
Section 424 – Warm Mix Asphalt
Section 450 – Portland Cement Concrete Pavement (PCCP) (QLA)
Section 451 – Portland Cement Concrete Pavement (PCCP) (non-QLA)
Section 570 -Pipe Culverts
Section 606 Metal and Concrete Wall Barrier
Section 632 - Revegetation
Section 667 – Recycled Concrete Walls
Section 667 – Amended Soil
Section 702-C – Traffic Control Devices during Construction
Section 705 – General Requirements for Traffic Signal and Lighting Systems
Section 802 – Post Construction Plans
Section 901 – Quality Control Quality Assurance (QCQA)
Sections 303, 403, 412, 413, 415, 416, 417, 451, 517, 518 Contractor Quality Control Plan
Section 303, 405, 408, 605, 608, 609 Delete Reference to 304 Base Course

**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:

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

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

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

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

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

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

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

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

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

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

- 102.9 INNOVATIVE CONTRACT INCENTIVES. Replace the word "Department" with "Owner".
- 102.12 DELIVERY OF BIDS. Replace the word "Department" with "Owner" throughout.
- 102.13 REVISION OF BIDS. Replace the word "Department" with "Owner".
- 102.14 WITHDRAWAL OF BIDS. Replace the word "Department" with "Owner".
- 102.15 BID OPENING. Replace the word "Department" with "Owner".
- 102.16 ENGINEER'S ESTIMATE. Replace the word "Department" with "Owner".

SECTION 103 - AWARD AND EXECUTION OF CONTRACT.

- 103.1 CONSIDERATION OF BIDS. Replace the word "Department" with "Owner" throughout the subsection.
- 103.2 AWARD OF CONTRACT - Replace the word "Department" with "Owner" throughout the subsection. Change the time to award contract from thirty-(30) calendar days to sixty-(60) calendar days.
- 103.3 BIDDING DISPUTE RESOLUTION PROCEDURES - Replace the word "Department" with "Owner" throughout the subsection. Replace the word "Secretary" with "Engineer" throughout the subsection.
- 103.4 CANCELLATION OF AWARD. Replace the word "Department" with "Owner" throughout.
- 103.5 RETURN OF BID GUARANTEE - Delete entirely.
- 103.6 REQUIREMENT OF CONTRACT BOND. Replace the word "Department" with "Owner".
- 103.7 EXECUTION AND APPROVAL OF CONTRACT. Replace the word "Department" with "Owner".
- 103.8 FAILURE TO EXECUTE CONTRACT. Replace the word "Department" with "Owner".

SECTION 104 - SCOPE OF WORK.

- 104.1 INTENT OF THE CONTRACT. Replace the word "Department" with "Owner" throughout.
- 104.2 SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 104.3 DIFFERING SITE CONDITIONS. Replace the word "Department" with "Owner".
- 104.5 MAINTENANCE OF TRAFFIC - Replace the word "Department" with "Owner" throughout the subsection.
- 104.6 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK - Replace the word "Department" with "Owner" throughout the subsection.
- 104.8 VALUE ENGINEERING COST PROPOSAL (VECP). Replace the word "Department" with "Owner" throughout the subsection.

SECTION 105 - CONTROL OF WORK.

- 105.1 RESPONSIBILITY AND AUTHORITY OF THE DEPARTMENT - Replace the word "Department" with "Owner" in the subsection heading and throughout the subsection.
- 105.2 PLANS AND WORKING DRAWINGS. Replace the word "Department" with "Owner" throughout the subsection.
- 105.3 COMPLIANCE WITH PLANS AND 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.

105.9 DUTIES OF THE INSPECTOR. Delete entire subsection.

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

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

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

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

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

- 105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE - Replace the word "Department" with "Owner" throughout the subsection.
- 105.17 CONTRACT ADJUSTMENT FOR SUSPENSION OF WORK - Replace the word "Department" with "Owner" throughout the subsection.
- 105.18 ACCEPTANCE. Subsection (105.18.2) Final Acceptance, replace the wording "and the District Construction Engineer" with "Engineer and Owner". Replace the word "Department" with "Owner" throughout the subsection.
- 105.20 ADMINISTRATIVE REMEDY. Delete this entire Subsection.

SECTION 106 - CONTROL OF MATERIALS.

- 106.1 CONTRACTOR-FURNISHED AGGREGATE AND BORROW SOURCE. Replace the word "Department" with "Owner" throughout.
- 106.2 SUPPLIER PLANT INSPECTION. Replace the word "Department" with "Owner" throughout the subsection.
- 106.3 SAMPLES, TESTS, CITED SPECIFICATIONS. Replace the word "Department" with "Owner" throughout the subsection. Delete the second paragraph. Add to this subsection the following:

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

Job mix formulae and design mixes shall be prepared by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. The Engineer prior to materials being incorporated into the work shall approve all formulae and design mixes. 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 arriving at the design of a particular item submitted as a shop drawing.

<p>Schedule of Submittals:</p> <p>East Alameda Pedestrian Improvements Project</p> <p>(All submittals shall be in 2 copies)</p>			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										

- 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, replaces "state" with "Owner".
- 107.3 COMPLIANCE WITH PAYMENT OF TAXES. Replace the word "Department" with "Owner".
- 107.4 GROSS RECEIPT TAXES, INDIAN BUSINESS ACTIVITY, AND TRIBAL EMPLOYMENT RIGHTS ORGANIZATION TAXES. Replace the word "Department" with "Owner" throughout the subsection.
- 107.5 PATENTED DEVICES, MATERIALS, AND PROCESS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.6 RESTORATION OF SURFACES OPENED BY PERMIT. First paragraph replace "Department with "Owner" and delete "municipal or county authorities,". Second paragraph, delete the last sentence, and replace with "Individuals, firms or corporations wishing to make an opening in the highway surface must secure a permit from the New Mexico State Highway and Transportation Department and the Owner. The Contractor shall allow parties bearing said permits, and only those parties, to make openings in the highway.
- 107.7 FEDERAL AID PROVISION. Replace the word "Department" with "City".
- 107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS. Replace the word "Department" with "City".
- 107.10 RAILROADS. Replace the word "Department" with "Owner" throughout the subsection.

- 107.12 ENVIRONMENTAL, HAZARDOUS MATERIALS AND CULTURAL RESOURCE DISCOVERIES. Replace the word "Department" with "Owner" throughout the subsection.
- 107.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES. Replace the word "Department" with "Owner".
- 107.14 CONTRACTOR IS RESPONSIBLE 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.
- 108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the word "Department" with "Owner" throughout the subsection.
- 108.7 FAILURE TO COMPLETE ON TIME. Replace the word "Department" with "Owner" throughout

the subsection.

- 108.8 LIQUIDATED DAMAGES. Replace the word "Department" with "Owner" throughout the subsection.
- 108.9 DEFAULT OF CONTRACT. Replace the word "Department" with "Owner" throughout the subsection.
- 108.10 TERMINATION OF CONTRACT; NO FAULT OF CONTRACTOR. Replace the word "Department" with "Owner" throughout the subsection.

SECTION 109 - MEASUREMENT AND PAYMENT.

- 109.1 MEASUREMENT OF QUANTITY. Replace the word "Department" with "Owner" throughout the subsection.
- 109.2 APPROVED EQUIPMENT RENTAL RATES. Replace the word "Department" with "Owner" throughout the subsection.
- 109.3 SCOPE OF PAYMENT. Replace the word "Department" with "Owner" throughout the subsection.
- 109.4 COMPENSATION FOR OVERRUN / UNDERRUN QUANTITIES. Replace the word "Department" with "Owner" throughout the subsection.
- 109.5 PAYMENT FOR CHANGES, DIFFERING SITE CONDITIONS, AND EXTRA WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 109.6 FORCE ACCOUNT. Replace the word "Department" with "Owner" throughout the subsection.
- 109.7 ELIMINATED ITEMS. Replace the word "Department" with "Owner" throughout the subsection.
- 109.8 PROGRESS PAYMENTS. Replace the word "Department" to "Owner" throughout. Fourth paragraph after "Accepted by the Project Manager" add "and Owner".
- 109.10 PROJECT CLOSURE. Replace the word "Department" with "Owner" throughout the subsection.
- 109.11 COMPENSATION FOR CLAIMS. Replace the word "Department" with "Owner" throughout the subsection.

End of Division 100 – General Provisions

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F. SPECIAL PROVISIONS

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February 12, 2014

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING**

**SECTION 201
CLEARING AND GRUBBING**

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

Add the following to **201.3 CONSTRUCTION REQUIREMENTS**

201.3.1 GENERAL

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

201.5.1 Work Included in Payment

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

May 16, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 206
EXCAVATION AND BACKFILL FOR CULVERTS
AND MINOR STRUCTURES

All provisions of SECTION 206 – EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR STRUCTURES of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

206.5 BASIS OF PAYMENT

Include the following to **206.5.1 Work Included in Payment**

Bedding Material

APRIL 8, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 210
EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES

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

Replace the following sub-section with:

210.2.1 Select Backfill

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

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

Replace the following sub-section with:

210.2.2 Approach Slab

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

Add the following to sub-section:

210.5.1 Work Included in Payment

Add the following to the list of incidentals:

5. Select backfill or Base Course.

January 27, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

**SECTION 401
PAVEMENT SMOOTHNESS MEASUREMENT**

All provisions of SECTION 401 – PAVEMENT SMOOTHNESS MEASUREMENT of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply in addition to the following:

Delete Table 401.5.1.2:2 of subsection **401.5.1.2 Pay Adjustment for PCC Pavement** and substitute the following:

**Table 401.5.1.2:2
MRI Based Profile Pay Adjustment Schedule
for Category II PCCP Projects**

Pay Adjustment (\$ per square Yard)			
MRI (Mean Roughness Index) inch/0.1mi			Category II
<65.0			0.00
65.0	to	66.0	-0.12
66.1	to	67.0	-0.24
67.1	to	68.0	-0.36
68.1	to	69.0	-0.48
69.1	to	70.0	-0.60
70.1	to	71.0	-0.72
71.1	to	72.0	-0.84
72.1	to	73.0	-0.96
73.1	to	74.0	-1.08
74.1	to	75.0	-1.20
75.1	to	76.0	-1.32
76.1	to	77.0	-1.44
77.1	to	78.0	-1.56
78.1	to	79.0	-1.68
79.1	to	80.0	-1.80
>80.0			Corrective Work Required

April 7, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING**SECTION 403
OPEN GRADED FRICTION COURSE (NON-QLA)**

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

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

403.2.5 Mix Design

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

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

403.3.6.1.1 Suspension of Operations

If one (1) or more properties listed in Subsection 403.3.6.2, Department Quality Assurance, fail to meet the specification requirements for a period of one (1) Day or a maximum production of 1000 tons; the production will be halted by the Project Manager. Use the gradation information to determine causes or factors that may be a contribution to the problem and prepare a plan to solve the problem. Approval of the plan must be obtained from the Project Manager before resumption of paving operations. Upon approval of the proposed plan, the Contractor may resume operations to determine if the actions taken have corrected the problem. Limit production to 1000 tons that will be tested in 500 ton increments. If that testing indicates that the problem has been corrected, the Contractor may resume full operations. If the problem has not been corrected, further trial runs and testing as described herein will be required. Take corrective action to remedy any property of the mix that is out of specification. Contractors who elect to produce Material that is not within the specification limits do so at their own risk. Price reductions due to out of specification Material being placed will be deducted from the unit price of the item in accordance with the Department's current Acceptance and Price Reduction Procedures. All Material that is rejected shall be removed and replaced with specification Material at the Contractor's expense. Material that is improperly graded or segregated or fails to meet the requirements herein provided shall be corrected or removed and disposed of immediately as directed by the Project Manager at the Contractor's expense.

February 13, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

**SECTION 405
DETOUR PAVEMENTS**

All provisions of SECTION 405 – DETOUR PAVEMENTS of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Amend Subsection **405.3 CONSTRUCTION REQUIREMENTS** to include the following:

405.3.1 General

Construct the Detour pavement in accordance with the following applicable Specifications:

6. Section 423 Hot-Mix Asphalt – Superpave (QLA & NON-QLA);”
7. Section 424 Warm Mix Asphalt.”

February 13, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

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

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

Amend Subsection **423.3.7 DISPUTE RESOLUTION** to include the following:

423.3.7 Dispute Resolution

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.

February 13, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 424
WARM MIX ASPHALT

All provisions of SECTION 424 – WARM MIX ASPHALT of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Amend Subsection **424.3.7 DISPUTE RESOLUTION** to include the following:

424.3.7 Dispute Resolution

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.

May 19, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 450
PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (QLA)

All provisions of SECTION 450 – PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (QLA) of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

450.3.4 Joints

Delete the second paragraph, and replace with the following;

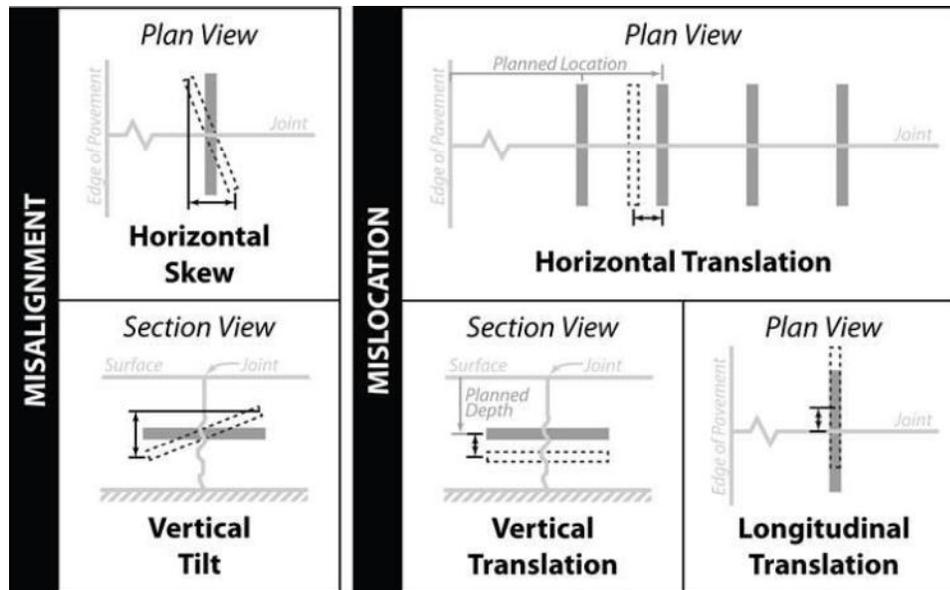
Construct joints at the locations, intervals, and dimensions shown in the approved joint layout plan, and seal them in accordance with Section 452, "Sealing and Resealing Concrete Pavement Joints." Ensure no re-entrant corners. For typical slabs the longitudinal joint spacing shall not exceed 12 feet and the transverse joint spacing shall not exceed 15 feet. The maximum slab length-to-width ratio shall not be greater than 1.25:1 for the primary traveled lanes and longitudinal joints shall be placed within the lane stripe or as approved by the Project Manager and NMDOT Pavement Engineer. For joints in shoulders and non-mainline paving, length to width ratios exceeding 1.25:1 may be required to maintain the continuity of the joints. Avoid tapered joints if possible. If a tapered joint is formed, place a control joint at:

450.3.4.2 Transverse Joints

Delete the last sentence of the second paragraph, and replace with the following;

Dowel placement tolerances are:

- Horizontal Skew = 3/8 inch
- Vertical Tilt= 3/8 inch
- Horizontal translation = two (2) inches
- Vertical Translation = one (1) inch
- Longitudinal Translation / Side Shift = one (1) inch



- Horizontal Skew – The deviation of the dowel bar from true parallel alignment from the edge of the pavement, measured over the entire length of the dowel bar.
- Vertical Tilt – The deviation of the dowel bar from true parallel alignment from the surface of the pavement, measured over the entire length of the dowel bar.
- Alignment – The degree to which a dowel bar aligns true (e.g., parallel) to the horizontal and vertical planes of the pavement.
- Misalignment – Any deviation in either the horizontal or vertical plane from a true alignment condition (e.g., horizontal skew or vertical tilt).

450.3.4.4 Final Location of Dowels and Tie Bars

Delete the first paragraph, and replace with the following;

Within 72 hours of concrete placement confirm that the final location of the transverse dowel bars and the longitudinal tie bars comply with the specified location and placement tolerances for every transverse joint and longitudinal joint in the first 120 linear feet of paving, or as otherwise specified. Ground Penetrating Radar equipped with dual side-by-side antennas or approved equal approved by the Project Manager and State Concrete Engineer can be used for all embedded steel reinforcement. Magnetic Tomography (i.e.: MIT Scan 2) may be utilized. Regardless of the equipment used, the results from the nondestructive testing shall be confirmed by drilling or coring for at least three (3) dowel bars within the first 120 linear feet of paving.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
April 16, 2014

SPECIAL PROVISIONS MODIFYING

SECTION 451
PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (Non-QLA)

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

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

451.3.9.1 Contractor Quality Control

See Section 450.3.10.1, "Contractor Quality Control"

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR

**PIPE CULVERTS
SECTION 570**

All 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:

Table 570-A CULVERT MATERIAL APPLICATIONS. Revise the table to not allow the use of any Thermoplastic, HDPE or Thermoplastic, PVC for Storm Drains.

In Section **570.7 BASIS OF PAYMENT** add the following paragraph:
If trench bracing and/or flowable fill backfill are used at the contractor's option for storm drain installation they will not be measured or paid for separately but shall be considered as included in the cost of the storm drain.

JUNE 16, 2014
NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 606
METAL AND CONCRETE WALL BARRIER

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

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

606.1 DESCRIPTION

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

606.2 MATERIALS

606.2.1 Guardrail

The types of guardrail are as follows:

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

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

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

606.2.1.1 Rail Elements

606.2.1.1.1 Galvanized Guardrail

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

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

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

606.2.1.1.2 Weathering Guardrail

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

606.2.1.1.3 Double Nested Guardrail

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

606.2.1.2 Fasteners

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

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

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

606.2.1.3 Posts

606.2.1.3.1 Wood Posts

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

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

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

Provide wood preservatives in accordance with AASHTO M 133.

606.2.1.3.2 Structural Shape Posts

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

606.2.1.4 Offset Blocks

606.2.1.4.1 Wood Offset Blocks

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

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

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

Provide wood preservatives in accordance with AASHTO M 133.

606.2.1.4.2 Plastic and Composite Offset Blocks

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

Ensure Suppliers of plastic or composite blocks proposed for inclusion on the Department's Approved Products List submit certification to the Project Manager for approval by the State Traffic Engineer.

606.2.2 Cable Barrier

Reserved.

606.2.3 Concrete Wall Barrier (CWB)

The types of CWB are as follows:

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

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

606.2.3.1 CWB Steel Access Panel

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

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

606.2.4 End Treatments

The types of end treatments are as follows:

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

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

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

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

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

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

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

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

606.2.5 Transitions

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

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

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

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

606.2.6 Protection Systems

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

- Median Protection System;
- Drainage Structure Protection System.

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

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

606.2.7 Materials Certification

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

606.2.8 Member Identification and Marking

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

606.2.9 Reflective Barrier Delineators

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

Place reflective barrier delineators back to back on median barriers.

606.3 CONSTRUCTION REQUIREMENTS

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

606.3.1 Guardrail Installation

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

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

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

606.3.1.1 Posts

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

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

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

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

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

Table 606.3.1.1
Required Guide Hole Diameter

<u>Type</u>	<u>Maximum diameter</u>
Round wood	Diameter of post
Square wood	Dimension of side
Steel shape	Dimension of least side

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

Backfill and compact postholes with acceptable Material, such as base course or cold mix, placed in thin layers, to within 2 in. of the surface grade. When posts are restrained by rock, asphalt, or concrete, construct a leaveout area that extends a minimum of 7" behind the post. Fill the leaveout cavity with a lean grout material with a 28-day compressive strength of 120 psi or less. When posts are not restrained by rock, asphalt, or concrete, continue filling and compacting the cavity with soil.

606.3.1.2 Metal Rail

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

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

606.3.1.3 Repair of Damaged Coating

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

606.3.2 Cable Barrier Installation

Reserved.

606.3.3 Concrete Wall Barrier Installation

606.3.3.1 Concrete Wall Barrier Fabrication

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

Construct temporary precast CWB in accordance with the Plans.

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

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

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

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

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

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

606.3.3.2 Concrete Wall Barrier Joint Treatment

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

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

606.3.3.3 Concrete Wall Barrier Installation

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

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

606.3.3.3.1 Temporary Concrete Wall Barrier Requirements

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

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

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

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

606.3.3.3.2 Temporary Concrete Wall Barrier (Contractor-Retained CWB)

If the Contract specifies Contractor-retained temporary CWB, provide new or used CWB. Contractor-retained temporary CWB will remain the property of the Contractor upon completion of the project.

Provide connecting hardware for the CWB assembly.

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

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

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

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

606.3.3.3.4 State-Provided Concrete Wall Barrier

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

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

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

606.3.4 End Treatment Installation

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

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

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

Immediately repair traffic damage to barrier components.

606.3.5 Transition Installation

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

606.3.6 Protection System Installation

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

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

606.3.7 Embankment Grading Requirements

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

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

606.3.8 Drainage Requirements

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

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

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

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

606.3.9 Vegetation Management Requirements

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

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

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

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

606.4 METHOD OF MEASUREMENT

606.4.1 Guardrail Measurement

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

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

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

606.4.2 Cable Barrier Measurement

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

606.4.3 Concrete Wall Barrier Measurement

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

606.4.4 End Treatment Measurement

End Treatments will be measured and paid in units of each completed and accepted, inclusive of integral transition sections connecting the End Treatment to the corresponding guardrail, cable barrier, or concrete wall barrier. Each End Treatment is inclusive of all necessary posts, blocks, connections, anchorage, fasteners, grading, drainage elements, and vegetation management components.

606.4.5 Transition Measurement

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

606.4.6 Protection System Measurement

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

606.4.7 Removal and Reinstall Guardrail

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

606.5 BASIS OF PAYMENT

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

606.5.1 Work Included in Payment

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

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

March 3, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

**SECTION 632
REVEGETATION**

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

632.3 CONSTRUCTION REQUIREMENTS

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

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

June 30, 2014

SPECIAL PROVISION FOR
RECYCLED CONCRETE WALL
SECTION 667

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

1.0 DESCRIPTION.

This work consists of using existing sidewalk to construct recycled concrete walls.

2.0 MATERIALS

Contractor shall use the existing sidewalk to be removed for this project for the construction of the recycled concrete walls.

3.0 CONSTRUCTION REQUIREMENTS

Contractor shall sawcut the existing sidewalk to create the desired slab size for the walls. Broken pieces that are less than the size specified in the plans shall not be used.

Before preparing the foundation, perform the clearing and grubbing in accordance with Section 201 "Clearing and Grubbing". Grade the foundation for the entire area of the base of the wall. Remove unstable foundation material, replace with suitable material, and compact to provide a stable foundation for the wall. Unstable material is defined as Subgrade that is soft, pumping, and / or displaces with applied loading.

4.0 METHOD OF MEASUREMENT

The height of the recycled concrete wall will be measured on the exposed face of the wall plus 1' of bury. Measurements will be taken every 10 feet. The length of the wall will be measured along the centerline of the trail. The area will be taken as the average height in a 10' segment x the length.

5.0 BASIS OF PAYMENT.

Payment will be made under:

PAY ITEM	PAY UNIT
Recycled Concrete Wall	SF

The following items will be considered to be included in the construction of the wall and will not be paid for separately:

1. Excavation, embankment, compaction to create a level surface for the base of the wall.
2. Backfill at base of wall.

May 1, 2006

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
TRAFFIC CONTROL DEVICES DURING CONSTRUCTION
SECTION 702-C

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

1.0 DESCRIPTION.

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

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

1.03 Submittals. The Contractor shall submit a summary of all necessary traffic control devices for this project in the format shown as TABLE 1 to the Project Manager at least two (2) weeks prior to the pre-construction conference. See the example labeled TABLE 1. 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 (EXAMPLE)

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	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	SEQUENTIAL ARROW DISPLAY	EACH			
SECTION 704 - PAVEMENT MARKINGS					
SS 704	RETROREFLECTORIZED PAINTED MARKINGS	FT			
SS 704	REMOVABLE MARKING TAPE	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	FT			
SS 721	REMOVAL OF PAVEMENT MARKING	FT			
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 & SIGN STRUCTURES, SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION, 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.

3.04 The contractor shall furnish and maintain impact attenuators, glare shields, delineators and connection pins for temporary concrete wall barrier and all other necessary traffic control devices.

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, 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 and no additional separate measurement or payment will be made for such items therefore.

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

April 4, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 705

GENERAL REQUIREMENTS FOR TRAFFIC SIGNAL AND LIGHTING SYSTEMS

All provisions of SECTION 705 – GENERAL REQUIREMENTS FOR TRAFFIC SIGNAL AND LIGHTING SYSTEMS of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete Subsection **705.5 BASIS OF PAYMENT** and replace with the following;

705.5 BASIS OF PAYMENT

Signal/Lighting System Start-up Costs will be paid for the actual cost incurred, not to exceed the fixed amount entered by the Department into the Bid Schedule.

Provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Signal/Lighting System Start-up Costs.

Pay Item

Pay Unit

Signal/Lighting System Start-up Costs

Allowance

January 30, 2009

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

**SECTION 802
POST CONSTRUCTION PLANS**

All provisions of SECTION 802 – POST CONSTRUCTION PLANS of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

Delete Subection **802.3 BASIS OF PAYMENT** and replace with the following;

802.3 BASIS OF PAYMENT

Post Construction Plans will be paid for the actual cost incurred, not to exceed the fixed amount entered by the Department into the Bid Schedule.

Provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Post Construction Plans.

Pay Item

Pay Unit

Post Construction Plans

Lump Sum

January 27, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

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

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

1. Los Angeles Wear (in accordance with AASHTO T 96, Method B);
2. Soundness loss (in accordance with AASHTO T 104); and
3. Absorption (in accordance with AASHTO T 85 or NMDOT 001 (20066)).

Use the same private Laboratory for the entire project unless otherwise approved (in writing) by the Project Manager.

Obtain samples under the observation of the Project Manager or Department designee. Split samples into two samples in accordance with AASHTO T 248, if requested by the Project Manager. The private Laboratory and the State Materials Bureau will each test one sample. Send copies of test reports to the Project Manager.

901.4.1.4 Frequency of Testing

Submit samples at least once every year to maintain continuous approval of Commercial Material Sources.

901.4.1.5 Equation

Calculate the AI of a coarse aggregate to the nearest whole number in accordance with the following equation:

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

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:

1. Determine the L.A. Wear as a whole number – for example, 25;
2. Determine the Soundness Loss as a whole number – for example, 15;
3. Determine the Absorption as a whole number – for example, 3;
4. Calculate the value of the L.A. Wear taken to the 2.2 power – that is, $25^{(2.2)} = 1189.8$;
5. Calculate the value of the Soundness Loss taken to the 3rd power – that is, $15^{(3)} = 3375$;
6. Calculate the value of the Absorption taken to the 4th power – that is, $3^{(4)} = 81.0$;
7. Add the value obtained from steps 4, 5, and 6 – that is, $11.89.8 + 3375 + 81.0 = 4645.8$;
8. Determine the square root of Step 7 – that is, $\sqrt{(4658.8)} = 68.2$;
9. 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.

February 12, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
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**

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

303.5.1 WORK INCLUDED IN PAYMENT

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 24, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTIONS:

203 EXCAVATION, BORROW, AND EMBANKMENT

405 DETOUR PAVEMENTS

408 PRIME COAT

605 DRAINS

608 SIDEWALKS, DRIVE PADS AND CONCRETE MEDIAN PAVEMENT

609 CURB AND GUTTER

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

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

203.3.3 Rock Cuts

405.3.1 General

408.3.3 Preparation of Surface

605.2.3 Granular Materials

608.2.3 Bed Course Material

609.2.3 Bed Course Material

609.3.1 Foundation

G. SUPPLEMENTAL SPECIFICATIONS

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H. NMDOT REQUIRED DOCUMENTS

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H.1. NMDOT REQUIRED DOCUMENTS FOR BID SUBMITTAL

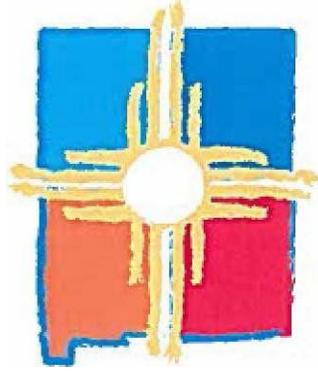


9/28/15

**REQUIRED DOCUMENTS
FOR
BID SUBMITTAL**

Control Number ("CN"): S100280

Bidder:



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

**INDEX
OF
REQUIRED DOCUMENTS
FOR
BID SUBMITTAL**

Control Number ("CN"): S100280

Bidder:

Cover Sheet Index

Bid Form

Bid Guaranty

Bid Schedule ("Not Shown")

Bidder's List of Quoters for the Disadvantaged Business Enterprise (DBE) Program

Disadvantaged Business Enterprise ("DBE") Goal Form A585

(Applicable if DBE goal is established)

Non-Debarment Certification

Pay Equity Acknowledgement (Executive order 2009-049)

Subcontractors Fair Practices Act Compliance (It applicable based on
Signal/Lighting Work)

New Mexico Department of Transportation ("NMDOT")
Bid Form

Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____) _____

ADDRESS:

BIDDER'S DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION No.

*BIDDER'S LICENSE No. _____ *LICENSE CLASSIFICATION(S)

* Not Required for Bidding on Federally funded Projects

The Bidder proposes to construct this NMDOT Project at the prices quoted in the Bid Schedule and in accordance with the Contract. The Contract includes the Advertisement , Bid Form, Bid Schedule, Contract Bond, Standard Specifications, Supplemental Specifications, Special Provisions, Addenda, Notice to Contractors, Plans, Standard Drawings, Notice to Proceed, Change Orders and agreements that are required to complete the construction of the Work in an Acceptable manner, including authorized extensions thereof, all of which constitute one instrument. The contents of the Contract are incorporated by reference herein.

To submit a Bid through Bid Express the Bidder shall create a unique digital id. The submission of a Bid with the Bidder's unique digital id shall be considered the Bidder's certification that it has exercised Pre-Bid Due Diligence and shall be considered prima facie evidence that the Bidder accepts the conditions to be encountered in performing the Work and accepts the provisions and requirements of the Contract. Pre-Bid Due Diligence is the Bidder's exercise of due diligence before submittal of a Bid which includes the careful, independent examination of the site of the proposed Work, including Materials pits and haul Roads, the Bid Package, all Contract documents including Standard Specifications, Special Provisions, Supplemental Specifications, and Standard Drawings and boring logs which are representative of the condition at the precise location where each boring was made but conditions may vary between boring locations.

Contract Time is in the Advertisement. The Bidder shall commence Work within the timeframe specified in the Notice to Proceed, when issued, incorporated herein by reference.

Overcharges resulting from antitrust violations are borne by the NMDOT. Through the submission of the Bid with the digital id the Bidder certifies that the Bidder is duly authorized to assign, sell, convey, and transfer to the NMDOT all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, Materials or services that are the subject of this Contract and to the extent that the same are passed on to the NMDOT. Additionally, the Bidder certifies that it will require all of its Subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in this paragraph to the NMDOT. The provisions of this paragraph shall become effective at the time the NMDOT executes this Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

New Mexico Department of Transportation ("NMDOT")
Bid Guaranty

Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: () _____

ADDRESS:

SURETY :

SURETY BUSINESS ADDRESS:

KNOWN ALL MEN by these presents that the Surety having its registered office at the above address are bound unto the NMDOT in the sum of five percent (5%) of the Total Bid Amount as shown on the Project Bid Schedule for which payment well and truly to be made to the NMDOT the Surety binds itself, its successors and assigns by these presents.

The Surety undertakes to pay the NMDOT up to the above amount upon receipt of the NMDOT's first written demand, without the NMDOT having to substantiate its demand, provided that in its demand the NMDOT will note that the amount claimed by the NMDOT is due to the Bidder failing to return the signed Contract and Contract Bonds within fifteen (15) Days of receiving the Contract. The Guaranty will remain in force up to 30 Days after Bid Opening or as it may be extended by the NMDOT, notice of which extension(s) to the Surety is hereby waived.

New Mexico Department of Transportation ("NMDOT")
Bidder's List of Quoters for the Disadvantaged Business Enterprise ("DBE") Program

Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____) _____

ADDRESS: _____.

The NMDOT establishes the New Mexico DBE goal using the mechanism of a Bidder's list per 49 C.F.R. § 26.45 (2014). The Bidder's list shall contain all quotes, from both DBE and non-DBE quoters, received by the Bidder and shall be submitted with the Bid. The term "quoter" shall include Subcontractors and Suppliers.

Failure of the Bidder to comply with this Bidder's List of Quoters shall render the Bid non-responsive and the Bid shall be rejected.

Name of Contractor, Subcontractor or Supplier	Address	DBE	Non-DBE
--	---------	-----	---------

New Mexico Department of Transportation ("NMDOT")
Disadvantaged Business Enterprise ("DBE") Goal Form A-585

Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____) _____

ADDRESS:

Contractors DBE Liaison Officer.

Total Bid Amount \$

Contractors DBE Participation. _____

Dollar Estimate and Participation: \$ _____ or _____ % of line 3.

For this Project, the DBE participation goal is in the Advertisement. If the Bidder can meet the DBE goal, it shall complete this form and submit the same before Bid Opening. If the Bidder is unable to meet the goal it shall submit evidence of its good faith efforts taken to meet the goal by 4:30 PM, local prevailing time, seven (7) Days after Bid Opening per 49 C.F.R. § 26.53 (b)(3) (2014). Bidders shall submit the same to the NMDOT Construction and Civil Rights Bureau located at 1570 Pacheco Street, Building A, Santa Fe, NM 87505.

Good faith efforts require that the Bidder show that it took all necessary and reasonable steps to achieve this Project's DBE goal. The necessary and reasonable steps are expected, by their scope, intensity, and appropriateness to the objective of meeting this Projects DBE goal, to obtain sufficient DBE participation. Good faith efforts include, but are not limited to, those described in the Federal Requirements Notice to Contractors and 49 C.F.R. Pt. 26, Appendix A (2014).

If the NMDOT determines that the bidder has failed to make good faith efforts to meet the DBE goal the Bidder is entitled to seek administrative reconsideration per 49 C.F.R. §26.53 (d).

Names of Certified DBE Contractor, Subcontractor or Supplier	Address	NAICS CODE FOR DBE	Item No.(s) of Work Description	Proposed Amount (Round to nearest dollar)
--	---------	--------------------	---------------------------------	---

Bidders shall use certified DBEs contained in the DBE directory required by 49 C.F.R. §26.81(g) (2011). Bidders shall confirm that the DBE is certified at the following link:

<https://nmdot.dbesystem.com/FrontEndNendorSearchPublic.asp?TN=nmdot&XID=4599>

The submission of the Bid with the digital id is the Bidders assurance that it will either meet the DBE goal or provide its good faith efforts.

Failure to comply with the requirements of the DBE Goal Form A-585 shall render the Bid non-responsive and the Bid shall be rejected.

New Mexico Department of Transportation ("NMDOT")
Non-Debarment Certification

Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____) _____

ADDRESS:

The Federal Highway Administration suspends or debar contractors to protect taxpayer dollars and the NMDOT is required to Award Contracts to responsible Bidders. The submission of the Bid is the Bidder's certification that neither it nor its principals are presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Project by any federal department or agency. The Bidder further agrees that if it is the lowest Responsible Bidder and awarded the Contract then it shall comply with the following:

1. The Contractor shall verify through the SAM.gov website at <https://www.sam.gov/portal/SAM/#11> that its Subcontractor(s), at any tie s), is not presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project. The result of this verification shall be provided in the NMDOT's permission to subcontract request form number A - 1086 and A-1087; and
2. If circumstances change to render this certification inaccurate then the Contractor shall provide the changed circumstances immediately in writing to the Project Manager.

If the Contractor knowingly makes a false certification, the NMDOT may take any available actions under the Contract.

Failure to acknowledge the terms and conditions above shall render the Bid non-responsive and the Bid shall be rejected.

I Acknowledge

New Mexico Department of Transportation ("NMDOT")
Pay Equity Reporting Acknowledgement
New Mexico Executive Order 2009-049

Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____) _____

ADDRESS:

Pre-Award

The State of New Mexico requires the lowest Responsible Bidder to, in order to contract with Executive Branch Agencies, including the NMDOT, comply with Executive Order 2009-049. To comply with the Executive Order, after receipt of the notice of preliminary award of contract, the lowest Responsible Bidder shall submit per the notice of preliminary award of contract either form PE10-249 or PE250 depending on its number of employees at the time it receives the notice of preliminary award of contract.

Failure of the lowest Responsible Bidder to comply with this Pay Equity Reporting Acknowledgement may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guaranty.

Exemptions exist regarding compliance with the Executive Order. The Executive Order and required forms can be obtained from the following link:

<http://www.generalservices.state.nm.us/slalepurchasing/payequity.aspx> Post-Award

If Contract Time extends beyond one (1) year from the date in the Notice to Proceed, then within ten Days of the annual anniversary date of the Notice to Proceed, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE250 depending on the number of employees it has at that time.

If at the expiration of Contract Time, more than 180 Days has elapsed since submittal of the last PE 10-249 or PE250, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE250.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and has ten or more employees or eight (8) employees in the same job classification then the Contractor shall submit to the Project Manager the PE 10-249 or PE250. The Contractor shall submit the appropriate form with the permission to subcontract package forms A-1086 or A-1087.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and during the performance of this Work grows to have ten or more employees or eight (8) employees in the same job classification then the Contractor shall immediately submit form PE 10-249 or PE250.

Subsequent form PE 10-249 or PE250 submittals, by the Contractor for its Subcontractors, at any tier, shall be due yearly on the anniversary date of the Project Manager's approval of the permission to subcontract package.

Failure of the Contractor to comply with this Pay Equity Reporting Acknowledgement shall result in the NMDOT exercising its remedies under the Contract.

I acknowledge

New Mexico Department of Transportation ("NMDOT")
Subcontractors Fair Practices Act Compliance
Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____) _____

ADDRESS:

The Subcontractors Fair Practices Act, NMSA 1978, §§ 13-4 -31 to -43 (1995), applies to this Project.

The Subcontractors Fair Practices Act prevents Contractors from bid shopping and bid peddling. The Subcontractors Fair Practices Act requires that Subcontractor quotes received for specific Bid Item Work shall be listed when the quote exceeds the listing threshold identified herein.

For this Project, quotes for street lighting and traffic signals that exceed the listing threshold in the Advertisement shall be listed.

Only one Subcontractor shall be listed below for each Bid Item.

The listing requirements do not apply if the Contractor:

- 1) Receives no quotes for the Bid Item Work and the Contractor states the same below; or
- 2) Receives only one quote for the Bid Item Work, the Contractor states the name of the sole quoter below and the designation of sole quoter below only occurs one time.

Bid item(s)	Subcontractor (and if sole designation as sole Quoter)	Address	Quote Amount
-------------	--	---------	--------------

Failure to list a Subcontractor quote, that no quotes were received, or that a sole quote was received for the Bid Items that exceed the listing threshold is the Contractor's representation that it is qualified and shall self perform the Bid Item Work itself.

Substitutions of listed Subcontractors with other listed Subcontractors or with non-listed Subcontractors are allowed only per Section 13-4-36 and are conditioned upon the written consent of the NMDOT before the substitution occurs.



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A+ B + C Bidding with Disincentives
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Bid Documentation for Escrow
Bidding Alternates
Construction Disincentive
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Restrictions to Dates and Times for Work Zones with Disincentives
Schedule Format
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Temporary Access Control Breaks
Traffic Control Coordination with Adjacent Project

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

A + B Bidding with Disincentives

CNS100280

The 2014 Edition of the New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, Section 102.9 - "Innovative Contract Incentives" allows for the use of A + B Bidding to determine the lowest monetary Bidder for this Project. This procedure takes into account the Bid from the Bidder and the number of Days the Bidder bids to achieve the NMDOT's determination of Substantial Completion. For this Notice to Contractors daily road user cost per Day are ("RUC").

The formula for determining the lowest monetary Bid is:

$A + B = \text{Resultant Bid}$

Where:

A = The Bidder's Total Bid Amount on the Bid Schedule

$B = \text{RUC} * \text{Days}$

$\text{RUC} = \$X,000.00 \text{ per Day}$

Daily road user costs are solely for evaluating the lowest monetary Bid

Bidders shall specify the number of Days for "B" under the Proposal Sites folder

Preparation of Bid

The Bidder shall establish the number of Days that will be required to complete the Project. The Days number shall be included in the Bid Schedule. This Days number is multiplied by the established daily road user cost and shall be added to the Total Bid Amount for the Bid Schedule items.

The number of Days Bid to complete the project shall not exceed XXX Days. Bids submitted in excess of XXX Days will be considered non-responsive and shall be rejected.

Calculation of Disincentive

If the Contractor uses more Days than the number of Days Bid, a disincentive will be deducted from payments made to the Contractor. The formula for determining the disincentive is:

A + B Bidding with Disincentives

Page

2

$$P = (d1 - b) \cdot RUC$$

Where:

P = Disincentive not including liquidated damages

The number of Days used to complete the Project.

d1 = the number of Days Bid

b = multiplied by the daily road user cost

PDE should consider

Escrow Documents

Mandatory Pre-Bid Conference

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

A+ B + C Bidding with Disincentives

CN S100280

The 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, Section 102.9 - "Innovative Contract Incentives" allows the use A+B+C Bidding to determine the lowest monetary Bidder for this Project. This procedure takes into account the Bid from the Bidder and the number of Days the Bidder bids to achieve the NMDOT's determination of Substantial Completion. Additionally, this procedure takes into account the Days the Bidder bids for Project specific traffic impacts.

For this Notice to Contractors ("NTC") continuous lane closure Work means a closure to the lane condition existing prior to Bid. For this NTC daily road user cost per Day are ("RUC"). LRR means lane rental rates.

Preparation of Bid for "8"

The Bidder shall establish the number of Days that will be required to complete the Project. The number of Days shall be included in the Bid. The number of Days Bid is then multiplied by the established RUC and shall be added to the total amount Bid for the Bid Schedule items. Liquidated damages shall be assessed for each Day the Work remains incomplete past the number of Days Bid.

Preparation of Bid for "C"

The Bidder shall establish the number of Days that will be required to complete the continuous lane closure Work . The number of Days shall be included in the Bid Schedule. The number of Days Bid is then multiplied by the established LRR and shall be added to the Total Bid Amount for the Bid Schedule items. The LRR shall be assessed for each Day the Work remains incomplete past the number of Days Bid.

The number of Days or Bid to complete the Project shall not exceed XXX Days. Bids submitted in excess of XXX Days will be considered non-responsive and shall be rejected.

The formula for determining the lowest monetary Bid is

$$A + B + C = \text{Resultant Bid}$$

Where:

A= The Bidder's Total Bid Amount on the Bid Schedule

B= RUC \$X,000.00 * Days

A + B + C Bidding with Disincentives
Page2

RUC are solely for evaluating the lowest monetary Bid.

$C = LRR \$X,000.00 * \text{Number of Days the Bidder bids to complete the continuous lane closure work}$

LRR is for evaluating the lowest monetary Bid and will be assessed as a disincentive if the continuous lane closure Work Bid is exceeded.

Bidders shall specify the number of Days for "B" and for "c" under the Proposal Sites folder.

The formula for calculating a disincentive is:

$$D = ((F - E) * RUC) + \text{liquidated damages}$$

If the Contractor exceeds the number of Days Bid, a disincentive will be withheld from Progress Payments made to the Contractor.

Where:

D = Disincentive

E = the number of Days Bid

F = Actual number of Days

PDE should consider
Escrow Documents
Mandatory Pre-Bid

Office of Infrastructure
January 16, 2015

NOTICE TO CONTRACTORS

ADA Construction Inspection Procedure

CN S100280

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 10B.9 "Default of Contractor."

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.

ADA Construction Inspection Procedure
CN S100280
Page2

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

- Only a 24-inch electronic digital ("Smart") level with 0.1% slope accuracy shall be permitted for ADA construction and inspection Acceptance.
- The Contractor and the NMDOT shall calibrate each Smart level prior to performing the next step.
- The Contractor and NMDOT shall select which curb ramp form best aligns with the type to be inspected.
- 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.
- 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.
- When all measurements meet the Contract requirements then the NMDOT inspector will permit the concrete pour.
- 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.
- 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 occur. Final Acceptance occurs in accordance with Standards Specification section 109.10 "Project Closure".



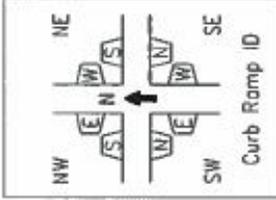
ADA Curb Ramp Documentation
Type: Median - Area of Refuge

Constructed Inspection



STREET NAME _____

Curb Ramp ID example
Ramp RC-3 is at the
northwest corner of the
intersection with the
observer standing on the
ramp looking south.



Curb Ramp ID

INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

MMDOT PROJECT # _____

MMDOT DISTRICT # _____

CURB RAMP MP# _____

STA. _____ OFFSET: _____

CORNER _____

MMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

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



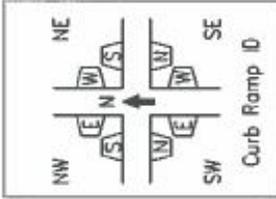
ADA Curb Ramp Documentation
Type: Median - Area of Refuge

Pre-Pour Inspection



STREET NAME _____

Curb Ramp ID example
Ramp RC-3 is at the
northwest corner of the
intersection with the
observer standing on the
ramp looking south.



Curb Ramp ID

INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

MMDOT PROJECT # _____

MMDOT DISTRICT # _____

CURB RAMP MP# _____

STA. _____ OFFSET: _____

CORNER _____

MMDOT INSPECTOR INITIAL _____ DATE _____

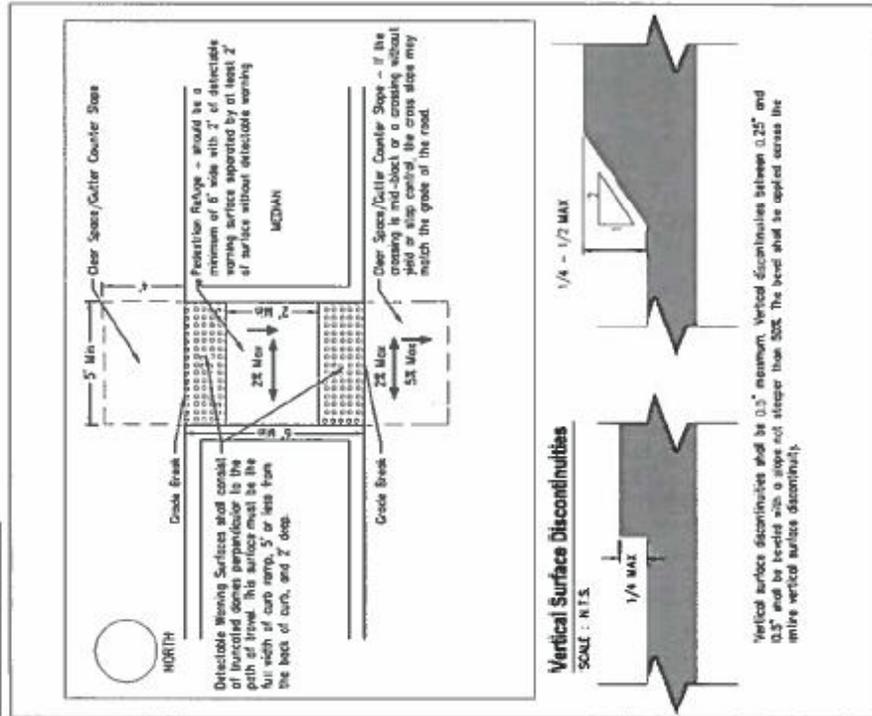
CONTRACTOR INITIAL _____ DATE _____

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

ADA Curb Ramp Documentation
Type: Median - Area of Refuge



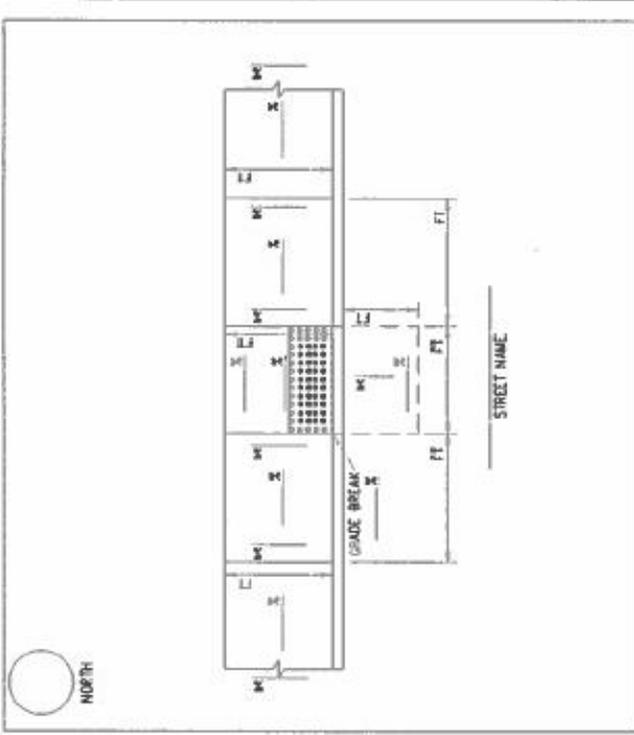
COMMENTS:



ADA Curb Ramp Documentation
Type: Mid-Block Parallel

Constructed Inspection



 NORTH
 

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

HUDOT PROJECT # _____

HUDOT DISTRICT # _____

CURB RAMP MP # _____

STA. _____ OFFSET _____

CORNER: _____

DATE _____

CITY/STATE: _____

DATE _____

LEVEL CALIBRATION

DATE _____

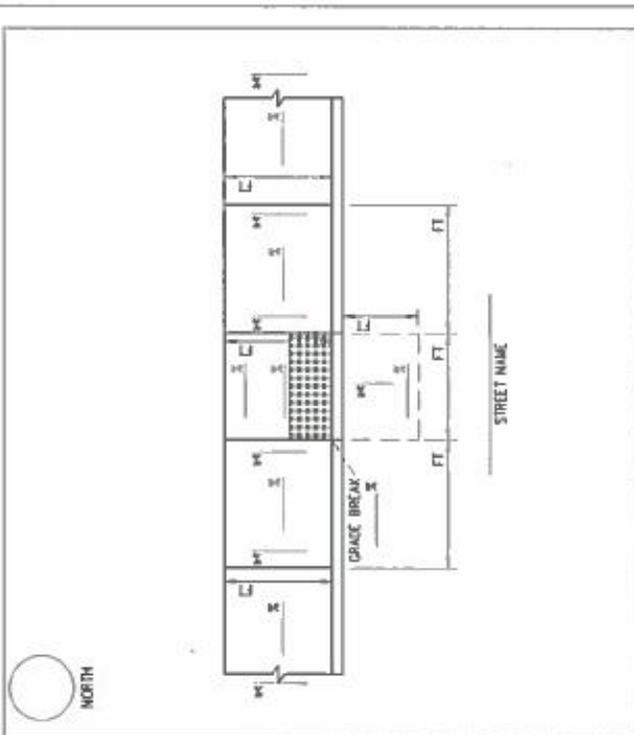
DATE _____

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

ADA Curb Ramp Documentation
Type: Mid-Block Parallel

Pre-Pour Inspection



 NORTH
 

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

HUDOT PROJECT # _____

HUDOT DISTRICT # _____

CURB RAMP MP # _____

STA. _____ OFFSET _____

CORNER: _____

DATE _____

CITY/STATE: _____

DATE _____

LEVEL CALIBRATION

DATE _____

DATE _____

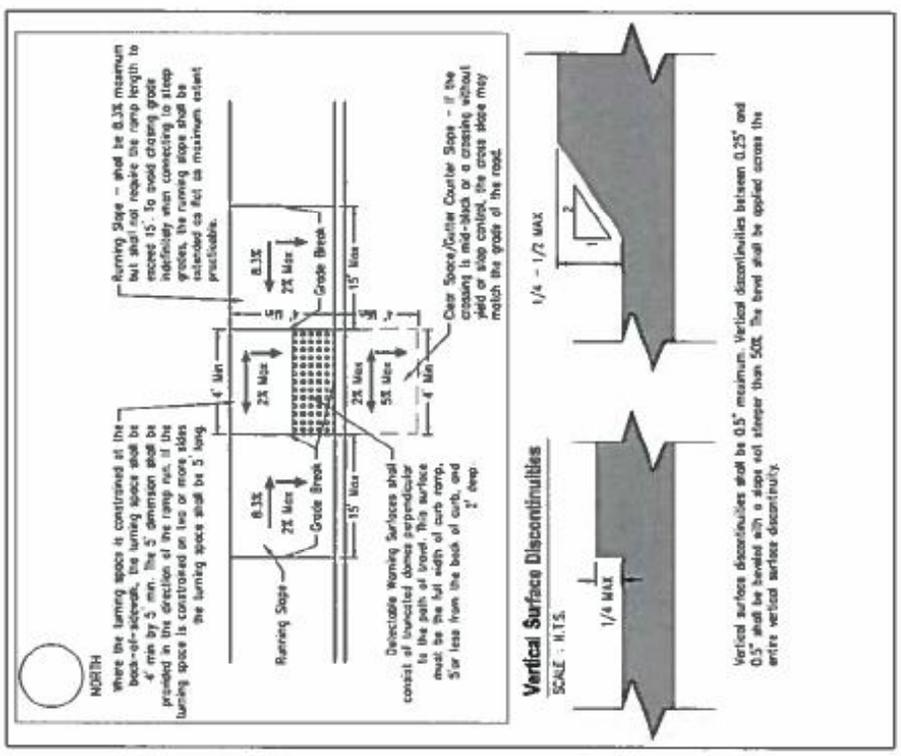
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
 Type: Mid-Block Parallel



COMMENTS:

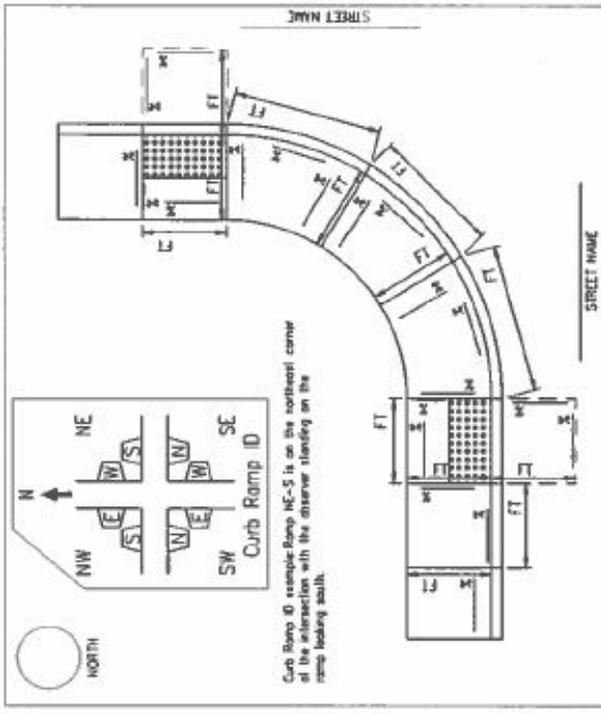
ADA Curb Ramp Documentation
 Type: Mid-Block Parallel





ADA CURB RAMP DOCUMENTATION
Type: Parallel (Directional)

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

HUDOT PROJECT #: _____

HUDOT DISTRICT #: _____

CURB RAMP MP #: _____

STA. _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

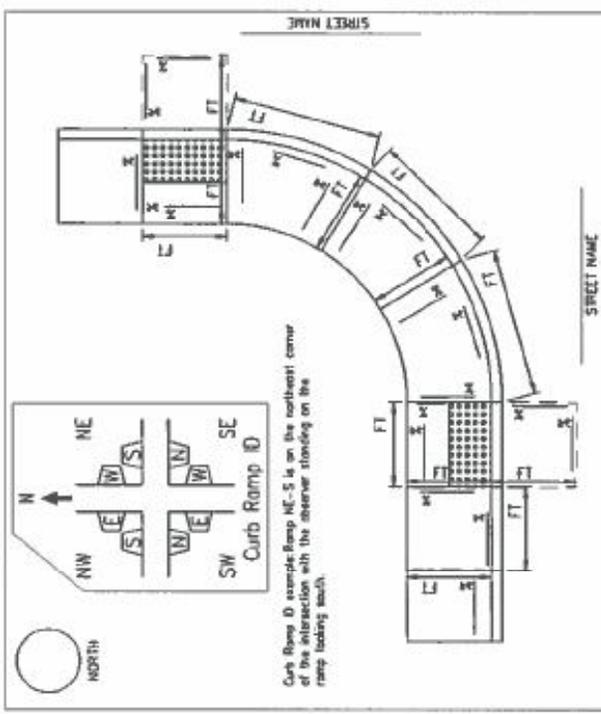
DATE: _____

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

INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

HUDOT PROJECT #: _____

HUDOT 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 (Diagonal)

The diagram shows a street intersection with a diagonal curb ramp. A north arrow is in the top left. A 'GRADE BREAK' is indicated on the ramp. A 'Curb Ramp ID' diagram is in the top right, showing a grid with 'N', 'S', 'E', 'W' directions. A note states: 'Curb Ramp ID example Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.' A 'STREET NAME' line is at the bottom.

Constructed Inspection

INSPECTOR SIGNATURE: _____
 PRINT NAME: _____
 CONTRACTOR: _____
 CONTRACTOR SIGNATURE: _____
 LEVEL CALIBRATION: _____
 NMOOT INSPECTOR INITIAL: _____ DATE: _____
 CONTRACTOR INITIAL: _____ DATE: _____

NMOOT PROJECT #: _____
 NMOOT 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 (Diagonal)

The diagram shows a street intersection with a diagonal curb ramp. A north arrow is in the top left. A 'GRADE BREAK' is indicated on the ramp. A 'Curb Ramp ID' diagram is in the top right, showing a grid with 'N', 'S', 'E', 'W' directions. A note states: 'Curb Ramp ID example Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.' A 'STREET NAME' line is at the bottom.

Pre-Pour Inspection

INSPECTOR SIGNATURE: _____
 PRINT NAME: _____
 CONTRACTOR: _____
 CONTRACTOR SIGNATURE: _____
 LEVEL CALIBRATION: _____
 NMOOT INSPECTOR INITIAL: _____ DATE: _____
 CONTRACTOR INITIAL: _____ DATE: _____

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

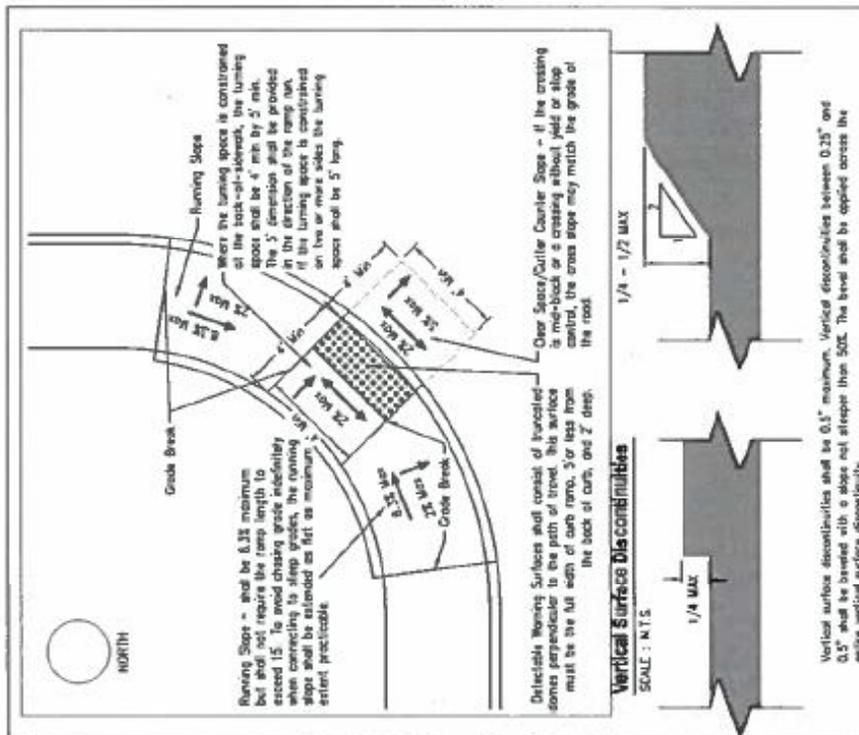
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Parallel (Diagonal)



COMMENTS:

ADA Curb Ramp Documentation
Type: Parallel (Diagonal)

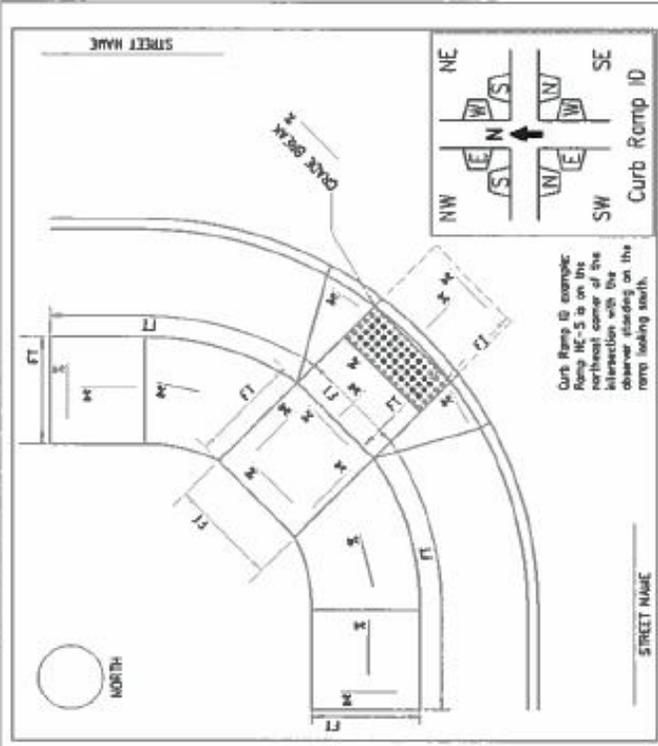




City of Santa Fe
Department of Transportation

ADA Curb Ramp Documentation Constructed Inspection

Type: Perpendicular – Detached Walk



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

STREET NAME _____ Curb Ramp ID _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NHDOT INSPECTOR INITIAL _____ DATE _____
 CONTRACTOR INITIAL _____ DATE _____

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

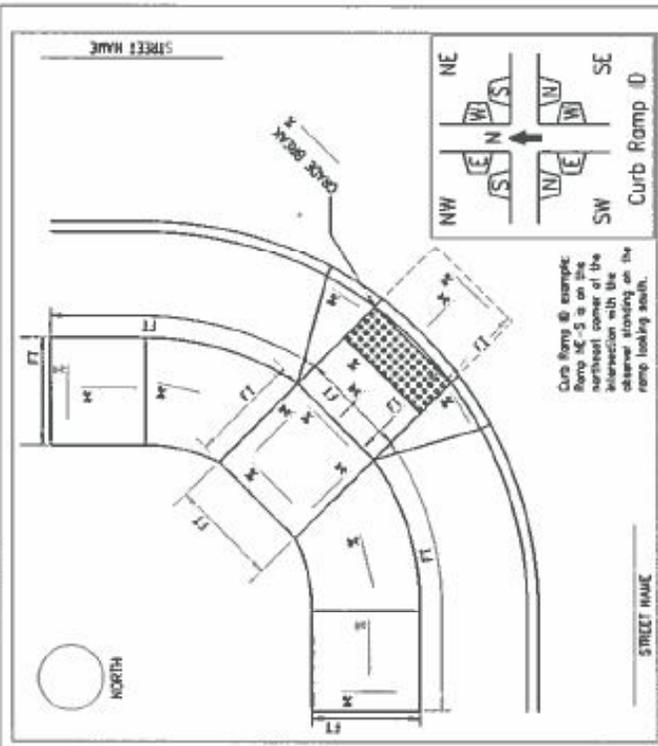
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



City of Santa Fe
Department of Transportation

ADA Curb Ramp Documentation Pre-Pour Inspection

Type: Perpendicular – Detached Walk



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

STREET NAME _____ Curb Ramp ID _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NHDOT INSPECTOR INITIAL _____ DATE _____
 CONTRACTOR INITIAL _____ DATE _____

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

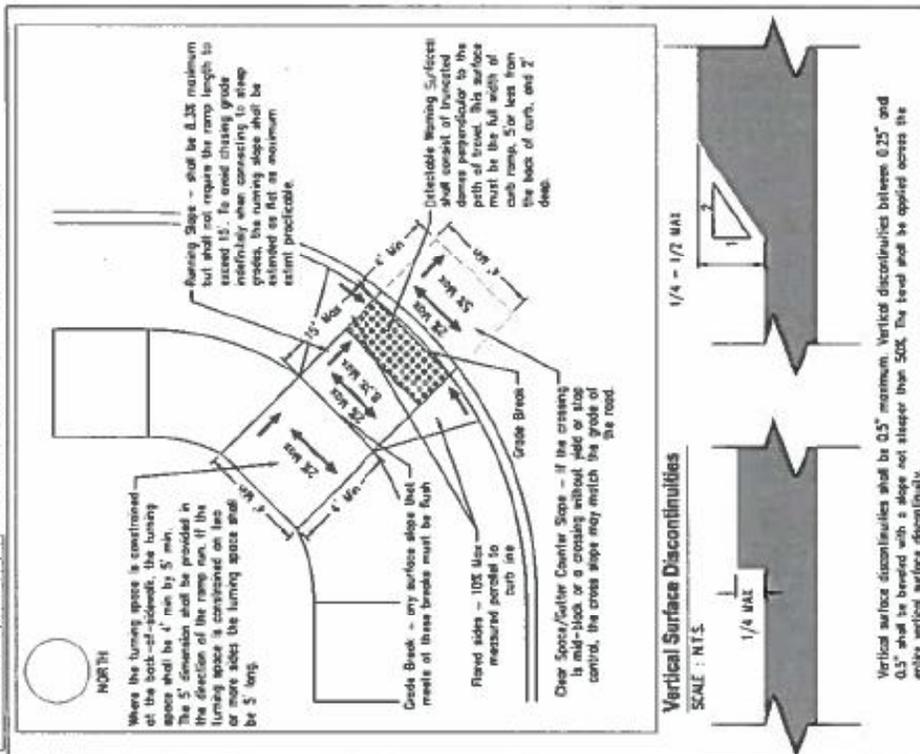
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular - Detached Walk



COMMENTS:

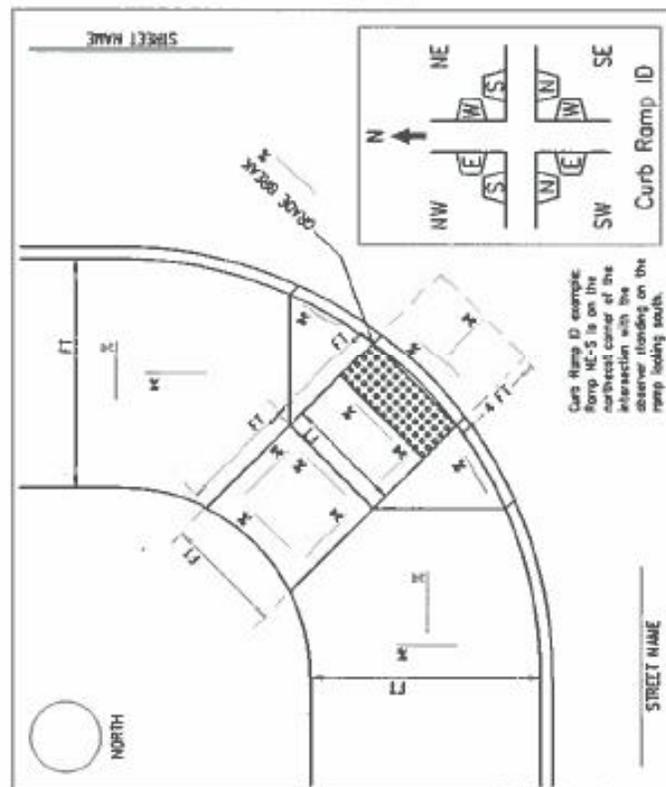
ADA Curb Ramp Documentation
Type: Perpendicular - Detached Walk





ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Constructed Inspection



STREET NAME _____ Curb Ramp ID _____

INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

MMDOT PROJECT # _____

MMDOT DISTRICT # _____

CURB RAMP MP# _____

STA. _____ OFFSET: _____

CORNER: _____

MMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

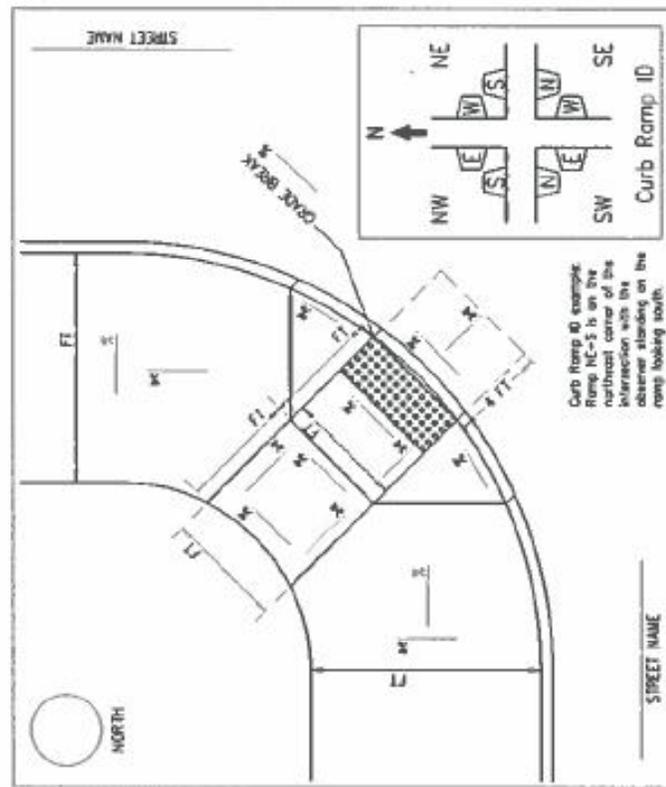
LEVEL CALIBRATION _____

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 _____ Curb Ramp ID _____

INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

MMDOT PROJECT # _____

MMDOT DISTRICT # _____

CURB RAMP MP# _____

STA. _____ OFFSET: _____

CORNER: _____

MMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

LEVEL CALIBRATION _____

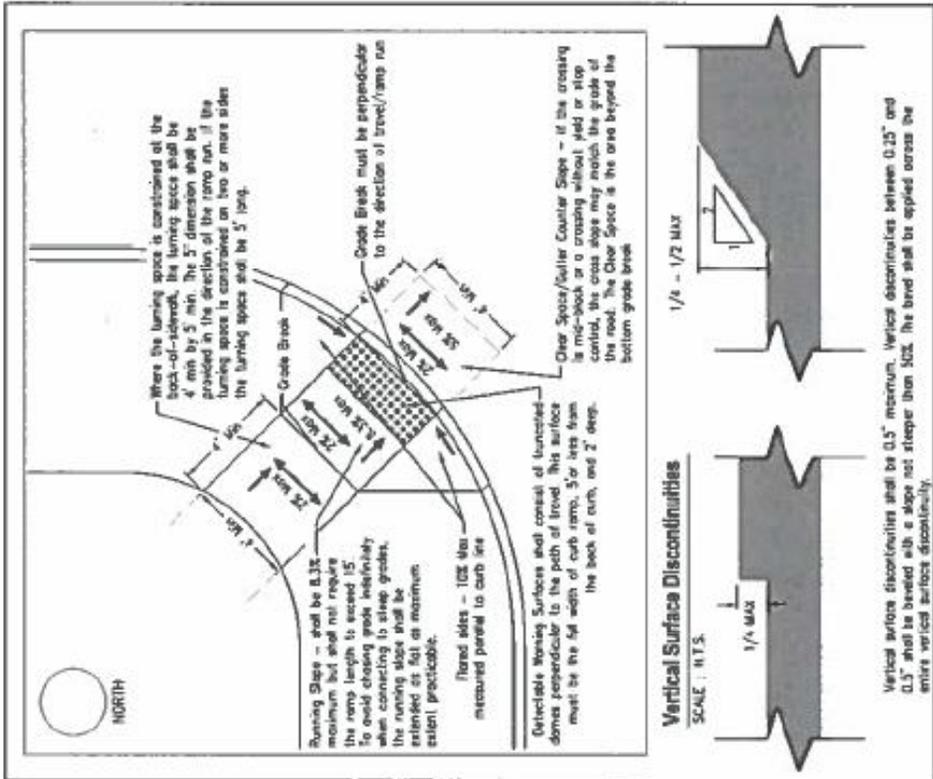
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
 Type: Perpendicular (Diagonal)



COMMENTS:

ADA Curb Ramp Documentation
 Type: Perpendicular (Diagonal)



ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Constructed Inspection

City of Albuquerque
TRANSPORTATION

STREET NAME _____ Curb Ramp ID _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION: _____

MODOT INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

MODOT PROJECT #: _____

MODOT 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

City of Albuquerque
TRANSPORTATION

STREET NAME _____ Curb Ramp ID _____

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION: _____

MODOT INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

MODOT PROJECT #: _____

MODOT DISTRICT #: _____

CURB RAMP MP #: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

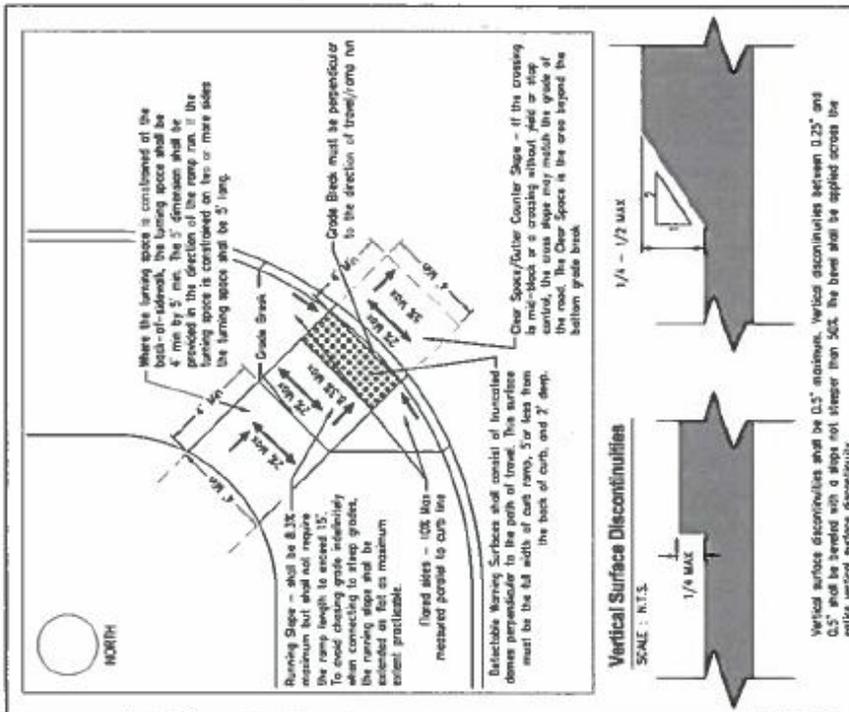
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)



COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

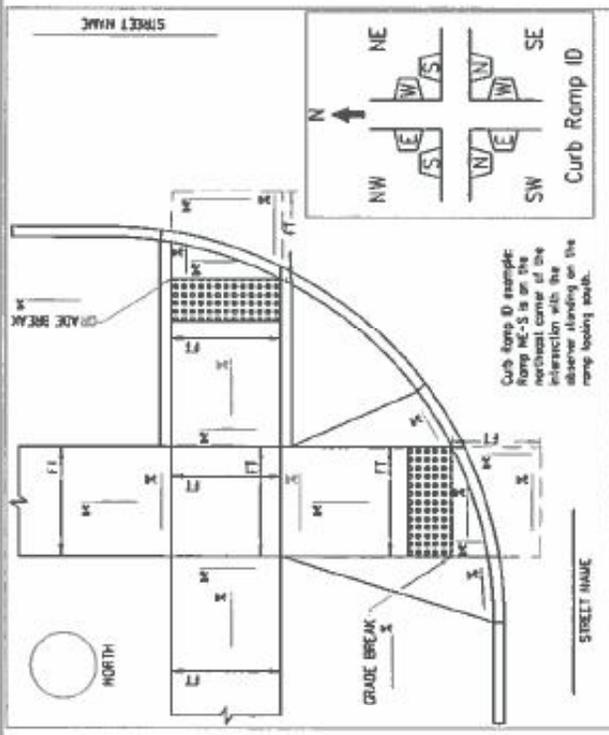




ADA Accessibility Guidelines
TRANSPORTATION

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

Constructed Inspection



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

INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

PROJECT # _____

DISTRICT # _____

RAMP MP # _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

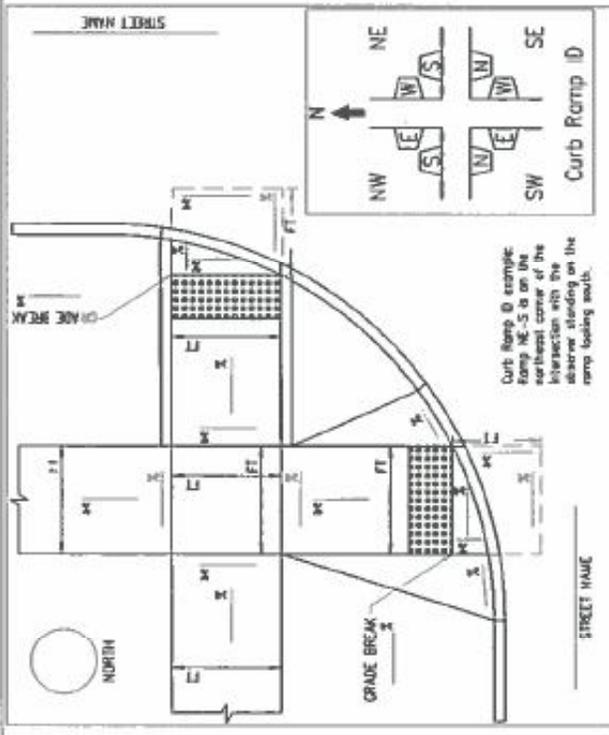
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



ADA Accessibility Guidelines
TRANSPORTATION

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

Pre-Pour Inspection



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

INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

PROJECT # _____

DISTRICT # _____

RAMP MP # _____

STA: _____ OFFSET: _____

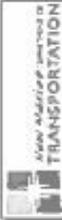
CORNER: _____

CITY/STATE: _____

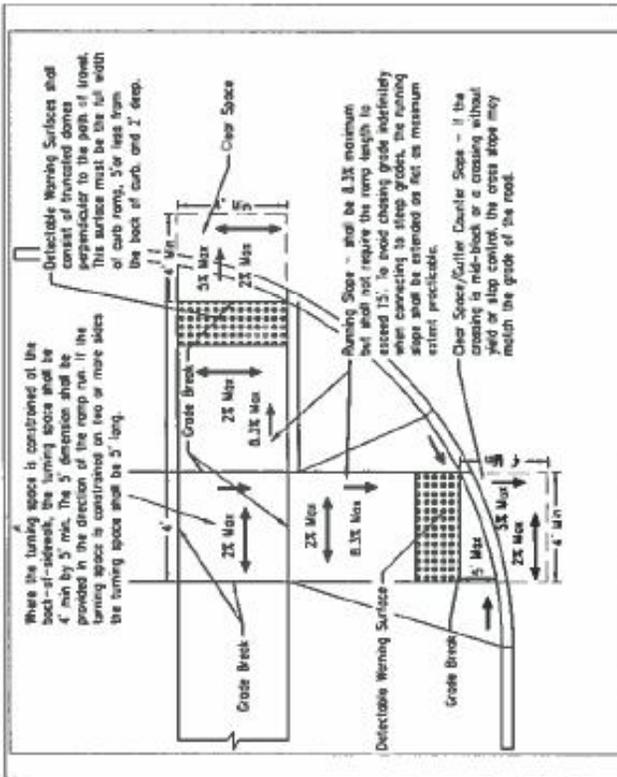
DATE: _____

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

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)



COMMENTS:



Vertical Surface Discontinuities
S.D.F. - N.T.S.

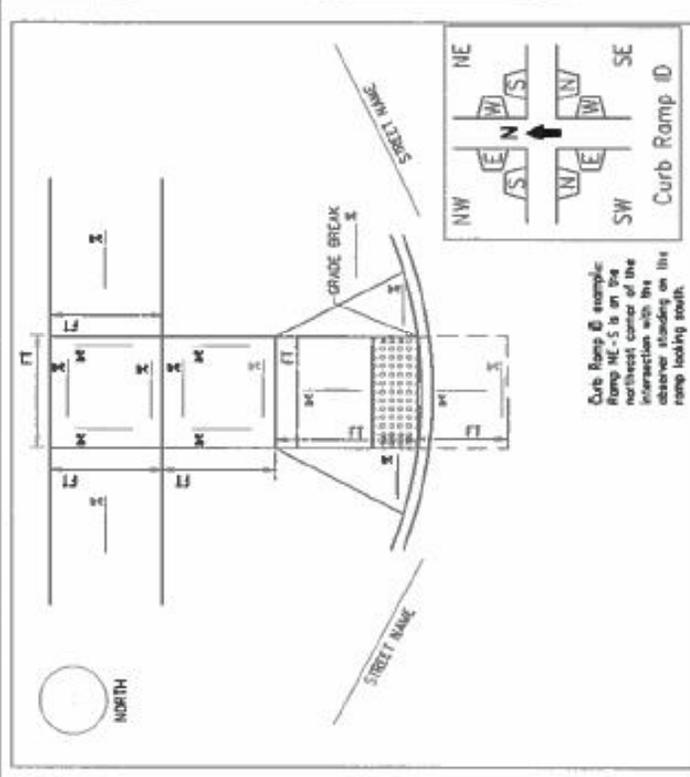


Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.



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: _____

LEVEL CALIBRATION _____

INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

PROJECT # _____

DISTRICT # _____

RAMP MP# _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

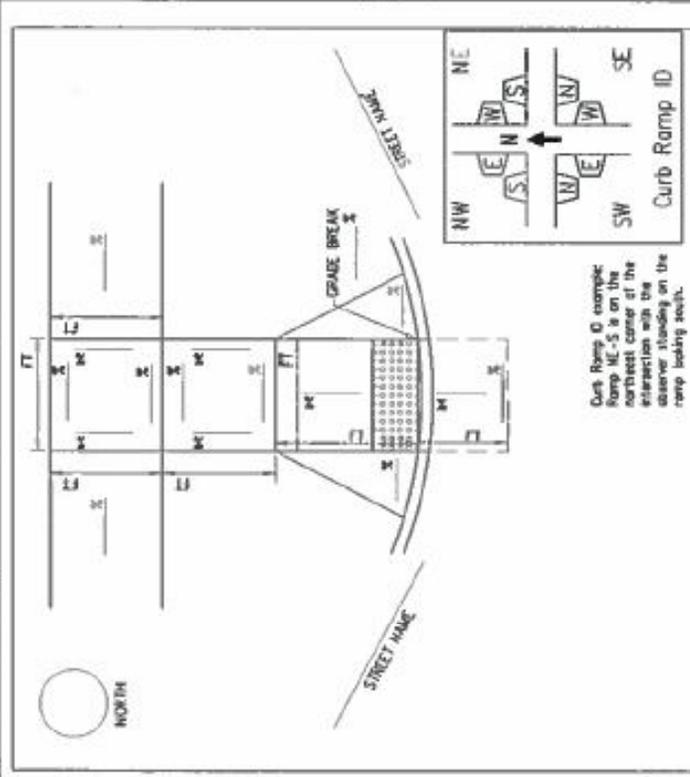
DATE: _____

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



ADA Curb Ramp Documentation
Type: Perpendicular (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: _____

LEVEL CALIBRATION _____

INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

PROJECT # _____

DISTRICT # _____

RAMP MP# _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

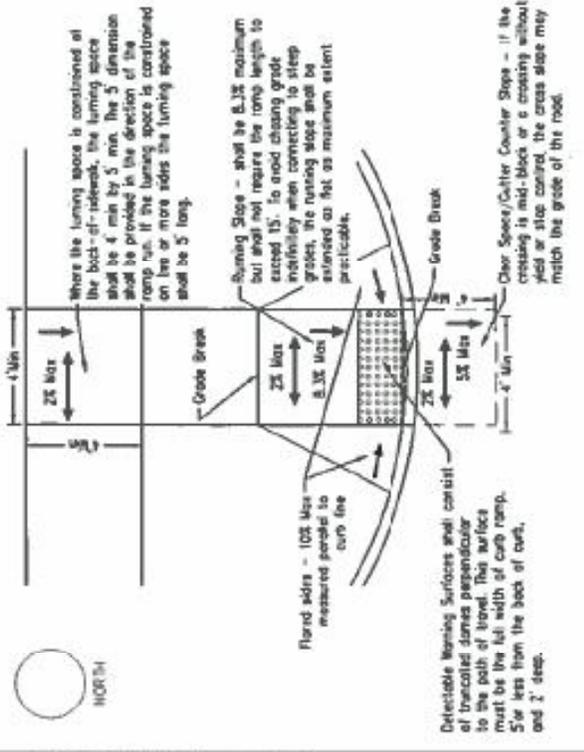
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
 Type: Perpendicular (Radial)



COMMENTS:

ADA Curb Ramp Documentation
 Type: Perpendicular (Radial)



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

ADA Curb Ramp Documentation
Type: Perpendicular



ADA Curb Ramp Documentation
Type: Perpendicular

ADA Curb Ramp Documentation
Type: Perpendicular



STREET NAME _____

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

Curb Ramp ID

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

INDOT PROJECT #: _____

INDOT 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

STREET NAME _____

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

Curb Ramp ID

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

INDOT PROJECT #: _____

INDOT DISTRICT #: _____

CURB RAMP MP #: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

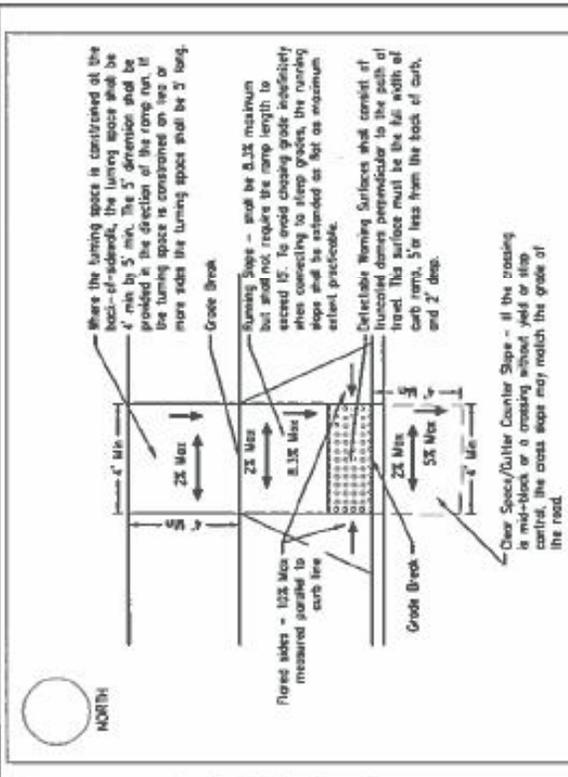
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Perpendicular



COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular



Vertical Surface Discontinuities

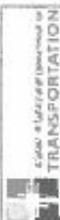
SCALE: N.T.S.



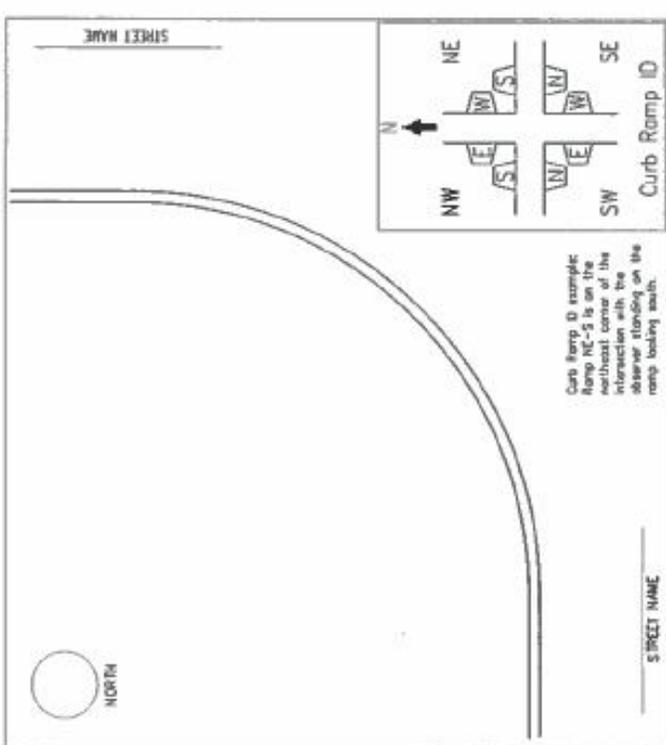
Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Constructed Inspection



STREET NAME _____



STREET NAME _____

Curb Ramp ID _____

Curb Ramp ID example: Ramp NE-5 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: _____

INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

MODOT PROJECT #: _____

MODOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

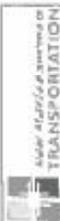
CITY/STATE: _____

DATE: _____

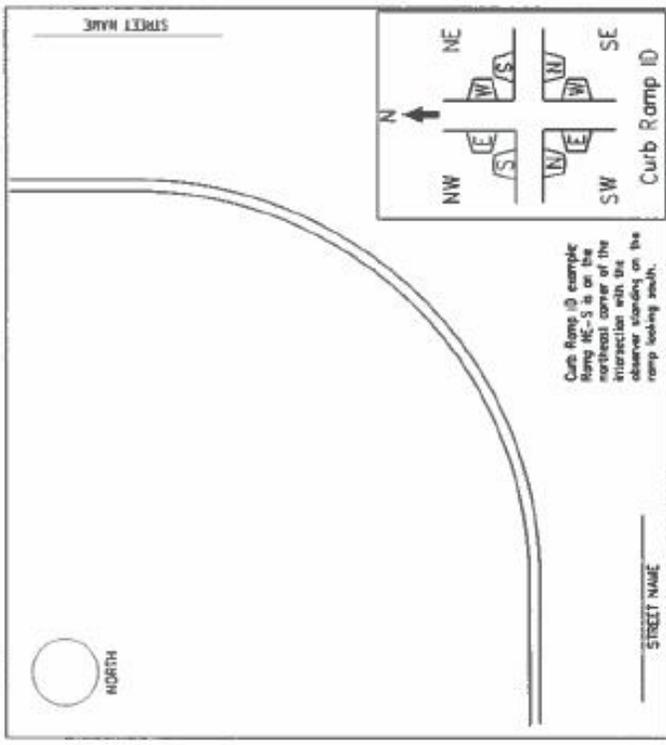
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Pre-Pour Inspection



STREET NAME _____



STREET NAME _____

Curb Ramp ID _____

Curb Ramp ID example: Ramp NE-5 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: _____

INSPECTOR INITIAL: _____ DATE: _____

CONTRACTOR INITIAL: _____ DATE: _____

MODOT PROJECT #: _____

MODOT 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

NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'

Post/plyon Mounted Objects

Type of Sign _____

Height to Base _____

Protrusion in Web _____

Base Dimensions _____



STREET GRADE _____

STREET NAME _____

INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

LEVEL CALIBRATION _____

INSDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

INSDOT PROJECT # _____

INSDOT 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

NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'

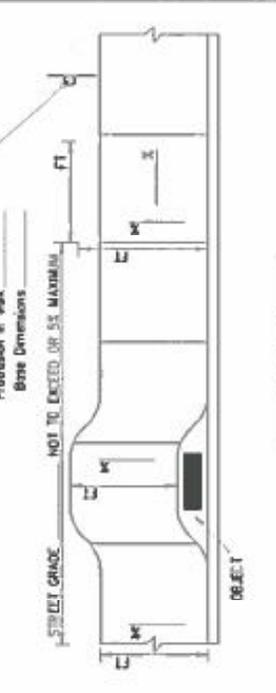
Post/plyon Mounted Objects

Type of Sign _____

Height to Base _____

Protrusion in Web _____

Base Dimensions _____



STREET GRADE _____

STREET NAME _____

INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

LEVEL CALIBRATION _____

INSDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

INSDOT PROJECT # _____

INSDOT 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

Pavement Design
May 3, 2015

Office of General Counsel
May 3, 2015

NOTICE TO CONTRACTORS

Bid Documentation for Escrow CN S100280

The 2014 Edition of the New Mexico NMDOT of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction ("Standard Specifications") Section 102.9 - "Innovative Contract Incentives" allows the NMDOT to escrow Bid documents. Bids that are non-compliant with this Notice to Contractors ("NTC") shall be rejected as non-responsive.

Submission of Bid Documentation for Escrow ("BOE")

All Bidders shall submit their sealed BOE before 4:00 P M Local Prevailing Time the day of the Bid Opening. Bidders are to submit sealed BOE to the Chief Engineer.

NMDOT
C/O Chief Engineer RM204
1120 Cerrillos Road
Santa Fe, NM
87504

Requirements for BOE

1. Electronic documents in the BOE shall also be provided in PDF format.
2. BOE shall consist of all documentary and calculated information generated by the Contractor to prepare the Bid and Bid Item Unit Price(s) for this Project. The BOE shall be complete and so detailed as to allow for an in-depth analysis of the Contractor's Bid and BOE.
3. By submitting the BOE, the Contractor agrees that the BOE is comprised of all of the information used in the preparation of the Bid and Bid Item Unit Price(s). The Contractor certifies the same by signing the "BOE Certification" included at the end of this document. Signing the "BOE Certification" means that the Contractor has personally examined the contents of the BOE container(s) and that the BOE submittal is complete.
4. The BOE shall identify the Contractor's representative(s) responsible for preparing the Contractor's Bid.
5. BOE shall be submitted in a container(s) that can be sealed, clearly marked with the Contractor's name, date of submittal, control number and shall be labeled container# of# and "BID DOCUMENTATION FOR ESCROW."

Bid Documentation for Escrow
CN S100280
Page2

6. BDE shall clearly itemize, for each Bid Item, the Contractor's estimated costs of performing the scope of work defined in the Contract.
7. The BDE shall include, but not be limited to, all quantity takeoffs, rate schedules for the direct costs of craft labor, construction (expendable) materials, construction equipment ownership or lease/rental costs, construction equipment operating costs, permanent materials, Subcontractor's pricing including insurance, development of rates of production including, where appropriate, estimates of crews, construction materials, construction equipment, construction sequence, duration, items related to the determination of time and non-time oriented indirect costs, which may include the estimated cost of the Contractor's construction plant and equipment, estimated construction schedules, quotes from Subcontractors and Suppliers, consultant's reports, calculations related to the Bid(s), final estimate adjustment calculations and all other information used by the Contractor to arrive at its estimate as set forth in the Bid.
8. The BOE shall contain an allocation of construction plant and equipment; projected indirect costs (including if applicable joint venture fees), home office overhead, Project office overhead, contingencies and margin to each Bid item(s) shall be shown.
9. If the Bid is submitted as a joint venture, the BDE shall include a copy of the executed joint venture agreement.
10. The Contractor for each Subcontractor whose total subcontract costs exceed one hundred thousand dollars (\$100,000.00) shall submit BDE. Subcontractor bid documentation (subcontractor quotes) shall be submitted with the Contractor's submittal. The Contractor will include the subcontractor quote with the necessary documentation required to establish the Bid Item price for the item of work. It is sufficient to include the Subcontractor quote delineating Bid Item Unit price(s). A detailed estimate from a subcontractor is not required. If a Subcontractor is replaced, bid documentation for the new Subcontractor shall be submitted for review and escrow before authorization for the substitution will be granted. Only the BDE Review Committee or District Engineer, after reasonable notice to the Subcontractor, shall be able to review bid documentation from any Subcontractor.
11. The BOE submitted by the Contractor is, and shall remain, the property of the Contractor.
12. The NMOOT acknowledges that the BOE includes a compilation of information used in the Contractor's business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The NMDOT agrees to take reasonable efforts to safeguard the BOE, and all information contained therein against disclosure, including disclosure of Subcontractor bid documentation to the Contractor and other Subcontractors to the fullest extent permitted by law. However, in the event of litigation, the BOE shall be subject to discovery, and the NMDOT assumes no responsibility for safeguarding the BOE unless the Contractor has obtained an appropriate protective order issued by the court. The NMDOT stipulates and expressly acknowledges that the submitted BOE constitutes trade secrets and will not be deemed public records. This acknowledgement is based on the NMDOT's express understanding that the information contained in the BOE is not known outside the Contractor's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, is extremely valuable to

Bid Documentation for Escrow
CN S100280
Page3

The Contractor and could be extremely valuable to the Bidder's competitors by virtue of it reflecting the Contractor's contemplated techniques of construction.

13. Award and approval of the Contract shall be considered full compensation for preparing the BOE and presenting it for escrow and shall be considered as included in the Contract prices paid for the various Bid item(s), Contract item(s) and Pay item(s) and no additional compensation will be allowed for the same.

Review of BOE

The NMDOT will store the sealed BOE in the NMDOT's budget section vault. No Bidder shall have access to any sealed BOE.

The NMDOT will complete the processes described in Standard Specifications Sections - 103.1 "Consideration of Bids" and 103.2 "Award of Contract" before opening the sealed BOE of the lowest Responsible Bidder. After completion of the same, the sealed BOE of the lowest Responsible Bidder will be opened, inventoried, reviewed, and examined. The ADE-Construction will execute the confidentiality agreement at the BOE Committee Review.

Opening the sealed BOE will take place only in the presence of the representatives of the NMDOT and the representatives of the lowest Responsible Bidder described herein. The NMDOT's representatives are Assistant District Engineer ("ADE")- Construction, XXXXXXXXX the Project Manager II, XXXXXXXXX, the Project Manager, XXXXXXXXX and the Construction Liaison Engineer, XXXXXXXXX at the NMDOT's General Office 1120 Cerrillos Road Santa Fe, NM 87504. The lowest Responsible Bidder's representatives shall be the lowest Responsible Bidder's representative(s) responsible for preparing the Bid and Bid Item Unit Prices or at a minimum the Responsible Bidder's Chief Engineer, Vice President of Engineering and/or Estimating, or the Contractor himself.

The NMDOT's representatives (hereafter "BOE Review Committee") will open, inventory, review, and examine the BOE on the date and time provided in the preliminary Award of the Contract letter. On the date and time described in the preliminary Award of Contract letter the lowest Responsible Bidder's representatives shall be present and their sealed BOE will be opened and inventoried by the BOE Review Committee. The ADE-Construction will select five (5) items from the BOE. The lowest Responsible Bidder will be required to thoroughly explain to the BOE Review Committee the development, methodology, and assumptions used to create the Bid Item Unit Price including an explanation of the parts described in Standard Specifications Section - 102.B.2 "Preparation of Bid". The BOE Review Committee will unanimously determine whether the explanation is adequate. Failure by the lowest Responsible Bidder to adequately explain the five (5) items selected by the ADE will result in the lowest Responsible Bidder's Bid being declared non-responsive. Notice of the same will be provided in a reasonable amount of time after the BOE review.

The remaining review and examination of the BOE is to ensure that the BOE is legible, and in conformance with the requirements specified herein. The review and examination will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions or interpretation of the Contract. Review and examination will not alter any conditions or terms of the Contract.

Bid Documentation for Escrow
CN S100280
Page4

At any time or if the examination of the sealed BOE results in a determination that the BOE is not in conformance with this Notice to Contractors the same may constitute just cause for cancellation of the preliminary award. The NMOOT retains the right to reject all Bids, issue a new Invitation for Bids or to proceed to the next lowest Responsible Bidder consistent with Standard Specifications Sections - 103.4 "Cancellation of Award" and 103.8 "Failure to Execute Contract".

BOEs submitted by unsuccessful Bidders will be returned to that unsuccessful Bidder within fifteen (15) days after the execution of the Contract between the NMDOT and the successful Bidder.

Retention and Access to the BOE during the Project

After execution of the Contract between the NMOOT and the successful Bidder, the BOE will be resealed and deposited at an institution with safety deposit boxes. The NMDOT will be solely responsible for all costs associated with the safety deposit box. During the course of the Project, the District Engineer will retain the keys to the safety deposit box and access to the safety deposit box will require the signature of the District Engineer. The BOE will remain in the safety deposit box until sixty (60) days after the determination of Physical Completion described in Standard Specifications Section - 109.10.8 "Physical Completion and Release of Retainage and Final Payment". Sixty (60) days after the determination of Physical Completion, the BOE will be returned to the Contractor.

Review of BOE by the NMOOT

The NMDOT has the authority, with no permission required but written notice provided to the Contractor, to review, examine, inventory and copy the BOE when:

1. Standard negotiations have failed to resolve pricing issues;
2. When there is a Change Order dispute for costs, additional Contract Time or Delays associated with the Work;
3. When the Contractor submits documentation per Standard Specification Section 105.19 – "Notice of Potential Claim" or a Claim in writing to the Project Manager as described in Standard Specification Section 105.20-"Administrative Remedy".

Bid Documentation for Escrow
CN S100280
Page 5

BOE Certification

In signing this BOE CERTIFICATION", the Contractor certifies that the information submitted for escrow constitutes all the documentary information used in preparation of the Bid and Bid item(s) and that said Contractor has personally examined the contents of the container(s) and that the Bid documentation submittal is complete.

CONTRACTOR: _____

BY: _____
(Signature must be same signature on Bid)

TITLE: _____

DATE: _____

Use different Preliminary Notice of Award letter

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Construction Disincentive

CN:S100280

The 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 102.9 - "Innovative Contract Incentives" allows for the use of disincentives. Due to the priority of the XXXXXXXXX construction Work and the anticipated impacts to the motorists and community at large that this construction Work may cause, the untimely completion of the construction Work will be subject to disincentive assessments. Disincentive assessments as a result of the XXXXXX construction Work are developed for this Project by calculating the additional costs borne by motorists and the community at large as road user costs. The road user costs are calculated using Federal Highway Administration guidelines.

For this Project, the XXXXXX construction Work is defined as XXXXXXXX. For this Project, the XXXXX construction Work must be complete within XX Days or by (DATE). Completion is determined in writing by the Project Manager.

If not complete the disincentive assessment is \$XX, 000.00 / Day until the above described Work is complete without a limit to the disincentive amount assessed. The assessment of a disincentive is in addition to and independent of the assessment of liquidated damages for the failure to complete the Work in the Contract Time per Standard Specifications, Section 106.8 -"Liquidated Damages".

If a disincentive assessment is due, the disincentive will be deducted from the next Progress Payment following the declaration of Substantial Completion. This Notice to Contractors does not supersede or alter Standard Specifications, Section 109.10.8 – "Physical Completion and Release of Retainage and Final Payment".

ADE will establish required information above

ROW
May 3, 2015

NOTICE TO CONTRACTORS

Cooperation with Utilities

CNS100280

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6 – "Cooperation with Utilities". This Project's Work affects utilities. The NMDOT may or may not own the utilities that are within the Project limits. Therefore, the Contractor shall coordinate with both the NMDOT and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the Project and may result in Non-Conformances. This coordination and associated Work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety, or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

NMDOT Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the NMDOT, the Contractor on behalf of the NMDOT as directed by the Project Manager or by a third party on behalf of the NMDOT, the Contractor shall ensure that those line markings are reestablished before the Contractor begins Work or a Subcontractor at any tier begins Work in the affected area. The Contractor shall either re-mark the utility alignments or provide offset markings to the utility alignment that clearly define the utility alignment. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-marks or offset marks are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any NMDOT owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any NMDOT owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the NMDOT. NMDOT incurred costs related to damage to NMDOT owned facility infrastructure may be recovered from the Contractor by Progress Payment offset or the Contractor's Project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours), and shall be in accordance with the Standard Specifications.

Cooperation with Utilities
Page 2 of 3

Non-NMDOT Owned Utility Infrastructure

Utilities shown on the Plans, which will not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the Work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs.

Utility Relocation

Utility facilities known to be within the Project limits, their Work locations, approximate time frames for relocation and/or installation are listed in the table below. Utilities detailed below, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the Work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs.

Table

All timeframes listed below are reflected in Days. The Contractor shall include the approximate timeframes listed in the table below as an activity in the Baseline Schedule and all Schedule updates so that the NMDOT can readily identify the Work and measure the progress of the same.

Cooperation with Utilities
Page 3 of 3

UTILITY OWNER	CONTACT INFORMATION	UTILITY WORK BY	WORK LOCATION	APPROXIMATE DAYS
<p>City of Gallup Public Works-(Electric)</p>	<p>Mr. Stanley Henderson 110 W. Aztec Ave. Gallup, New Mexico 87304 (505)863-1290 shenderson@ci.gallup.nm.us</p>	<p>City of Gallup Public Works-(Electric)</p>	<p>Overhead: Station 101+37.85, 20.31 feet left to 101+37, 27 feet left</p>	<p>City of Gallup Public Works-(Electric) overhead electric support pole (no electric facilities on the pole) is in conflict with the proposed curb and sidewalk. The City of Gallup will temporarily remove this pole during construction activities and reset the support pole behind the completed curb and sidewalk. Support pole will be relocated to approximate station 101+37, 27 feet left. The City of Gallup will complete this work concurrently with construction</p>

CCRB

May 3, 2015

NOTICE TO CONTRACTORS

Critical Path Method Equipment and Training

CNS100280

The Contractor shall provide a computer system for the New Mexico Department of Transportation ("NMDOT's") exclusive possession and use for CPM progress schedules. The minimum computer system to be furnished shall be complete with keyboard, mouse, monitor, printer, and plotter. Two weeks prior to the set up and delivery of the computer system, the Contractor shall submit for approval of the Project Manager a detailed list of the computer hardware and software the Contractor proposes to furnish. The computer hardware and software provided by the Contractor shall be compatible with that used for the CPM progress schedule developed for the Project, and is to include original instruction manuals. The Contractor shall furnish the CPM software, install setup, maintain and repair the computer system ready for use, and provide plotter supplies as necessary during the course of the Project at a location determined by the Project Manager prior to the Pre-Construction meeting. The hardware and software are to be installed with the baseline schedule ready for use. Hardware repairs shall be made within 48 hours of notification by the Project Manager, or replacement equipment shall be furnished and installed by the Contractor until repairs have been completed. The computer, printer, and software shall remain the property of the NMDOT until final acceptance of the Project. This work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

Critical Path Method Training.

The Contractor shall instruct and assist the Project Manager in the use of the hardware and software. The Contractor shall provide three 8-hour sessions of commercial training in the use of the CPM software for a maximum of three Project staff. At least one of the 8-hour sessions of commercial training shall be provided no later than two weeks after the Pre-Construction meeting. The time, location, and training agenda shall be at the sole discretion of the Project Manager. This work shall be considered incidental to The completion of the Project and no separate measurement or payment will be made.

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Field Laboratories

CN S100280

The Contractor shall provide field Laboratories in accordance with the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 622 - "Field Laboratories and Field Offices" and the Standard Drawings 622-01-111, 622-02-1/2, 622-02-2/2, and 622-03-1/1.

The Contractor shall ensure that all field Laboratories are fully operational and Accepted prior to the commencement of Work on the Project.

Field Laboratory, Type I

The Contractor shall provide a field Laboratory, Type I at the following location:

PDE to insert location

The field Laboratory provided shall conform to the following:

PDE to insert language different from the Spec. and Std. Drawing. Cite Spec. 622. #.

Field Laboratory, Type II

The Contractor shall provide a field Laboratory, Type II at the following location:

PDE to insert location

The field Laboratory provided shall conform to the following:

PDE to insert language different from the Spec. and Std. Drawing. Cite Spec. 622. #

Supplemental Field Laboratory

The Contractor shall provide a field Laboratory, Supplemental at the following location:

PDE to insert location

The field Laboratory provided shall conform to the following:

Field Laboratories
CN S100280
Page2

PDE to insert language different from the Spec. and Std. Drawing. Cite Spec. 622. #

Supplemental Hot Mix Asphalt Field Laboratory

The Contractor shall provide a field Laboratory, Supplemental Hot Mix Asphalt at the following location:

PDE to insert location

The field Laboratory provided shall conform to the following:

PDE to insert language different from the Spec. and Std. Drawing. Cite Spec. 622. #

Supplemental Field Laboratory (Supernovae)

The Contractor shall provide a field Laboratory, Superpave at the following location:

PDE to insert location

The field Laboratory provided shall conform to the following:

PDE to insert language different from the Spec. and Std. Drawing. Cite Spec. 622. #

Utilities

The Contractor shall coordinate with the appropriate agencies to obtain the necessary permits for electricity, water, sewer, and communications to the field Laboratories. Costs associated with the same shall be considered Incidental to the Project.

ADE will establish required information above.

PDE should describe in detail internet access requirements if District requests such. Wireless, bandwidth, number ports etc.

Office of General Counsel
May 3, 2015

NOTICE TO CONTRACTORS

Mandatory Pre-Bid Conference

CNS100280

As a condition to submitting a Bid, prospective Bidders must attend a Mandatory Pre-Bid Conference. The Mandatory Pre-Bid Conference will be held on CALENDAR DATE, beginning promptly at XX:XX a.m./p.m. local prevailing time. At XX:XX a.m. /p.m., the start of the Mandatory Pre-Bid Conference will be announced. Any individuals who arrive after XX:XX a.m. /p.m. and are not physically present when the start of the Mandatory Pre-Bid Conference is announced and who do not physically remain for the entirety of the Mandatory Pre-Bid Conference will not be compliant with this Notice to Contractors ("NTC"). Attendance at the Mandatory Pre-Bid Conference will be evidenced by the sign-in sheet

The purpose of the Mandatory Pre-Bid Conference is to discuss:

The Mandatory Pre-Bid Conference will be held at:

((LOCATION AND SPECIAL CONSIDERATIONS REGARDING LOCATION (Parking issues))

Project related questions raised before or after the Mandatory Pre-Bid Conference shall be directed to the Chief Engineer pursuant to the 2014 Edition of the Standard Specifications for Highway and Bridge Construction, Section 102.7 (3) Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work.

The Bidder will not be compliant with this NTC and its Bid shall be rejected as non-responsive if the Bidder or Bidders representative does not attend this Mandatory Pre-Bid Conference on time and remain for its entirety.

ADE will establish required information above highlighted in yellow. Mandatory Pre-Bid Conferences must be included in the Invitation for Bids and will NOT be incorporated into contract via addendum. Notification of Pre-Bid Conferences is required with the Production submittal.

It is highly recommended by PSE that this NTC be final at production. Changes to this NTC, specifically the date and time have caused problems in the past.

No field visits, office setting only
consider using Escrow NTC
Recorder adds transcription services and pay as legal "direct pay"

Materials
May 3, 2015

NOTICE TO CONTRACTORS

Monthly Asphalt Binder Price Adjustment Procedures

CN S100280

Adjustments will be made to the Bid Item Unit Price for asphalt binder if the asphalt binder price placed on the Project increases or decreases based on the New Mexico Asphalt Rack-Price Index ("price index") per ton of asphalt binder. Historical price index data and the basis for the method of calculation for the price index are available at the hyperlink below:

http://dot.state.nm.us/content/dam/nrmdoUPPlans_Specs_Estimates/NMDOT_Aspphalt_Index.pdf

The increase or decrease is based on the price index corresponding to the month the asphalt binder was actually placed on this Project.

Bid Items subject to adjustment are 403 Open Graded Friction Course (Non-QLA), 403-A Warm Mix Asphalt – Open Graded Friction Course (Non-OLA), 423 Hot Mix Asphalt – Superpave (QLA & Non-QLA) and 424 Warm Mix Asphalt (QLA & Non-OLA).

The Contractor shall submit applicable mix designs, including percentage of asphalt binder, for inclusion in the price adjustment for the Pay Items listed above in the Contract.

Monthly Adjustment:

The Progress Payment shall reflect the monetary monthly adjustment to the Contract for asphalt binder as determined by equation (1) or (2), as appropriate.

The variables applicable to the equations below are:

A - Monetary monthly adjustment to the Contract for asphalt binder.

B – Price per ton of asphalt binder corresponding to the month the binder was actually placed on the Project based on the price index.

C-Price per ton of asphalt binder at time of Bid Opening based on price index.

D- Tons of asphalt binder placed on the Project corresponding to the subject month.

For increasing prices, (The monthly adjustment shall apply on those Contracts whose monthly fluctuations have a (B / C) ratio greater than 1.1). Use Equation (1).

Monthly Asphalt Binder Price Adjustment Procedures

CN S100280

Page2

Equation (1): $A = (B - (1.1 * C)) * D$

For decreasing prices, (The monthly adjustment shall apply on those Contracts whose monthly fluctuations have a (BIC) ratio less than 0.9). Use Equation (2).

Equation (2): $A = (B - (0.9 * C)) * D$

Chief Engineer
September 24, 2015

NOTICE TO CONTRACTORS

Ramp up Time

CN S100280

Ramp up time for this Project is (30) Weather Working Days.

Contract Work shall begin no later than the latest start date in the Notice to Proceed plus the ramp up time. At the end of ramp up time, Contract Time shall automatically commence.

If the Contractor elects to commence Work before the end of the ramp up time, the Contractor shall provide the Project Manager 48 hour written notice of the date elected to commence Project Work.

The Contractor shall not impact traffic within the Project's limits during ramp-up time. No Progress

Payments shall be made to the Contractor during ramp up time.

If DOT is directing specific Bid Items be worked on during Ramp up time, the following paragraph applies.

The Contractor shall use this ramp up time to (DESCRIBE WORK, example clear and grub, clear utilities between Sta.##-## to Sta.##-##). Progress payments will be issued for the specified Work in accordance with the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 109.8-"Progress and Payments".

Highlighted items must be addressed by PDE

Days / Mandatory Start Date Projects cannot process Progress Payments during Ramp-up Time Working Day

Projects can use either option for Progress Payments

ADE will determine date

Stockpile is related to Progress Payments

Materials
May 3, 2015

NOTICE TO CONTRACTORS

Referee Testing

CN S100280

This Notice to Contractors hereby incorporates by reference the requirements of the Referee Testing Policy (Policy) applicable at the time of Advertisement for this Project. The Policy is available at the hyperlink below:

http://dot.state.nm.us/content/dam/nmdo/Construction/INMDOT_REFEREE_TESTING_POLICY_Revised_10_2014.pdf

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Restrictions to Dates and Times for Work Zones with Disincentives

CN S100280

Restrictions exist to locations and times for this Project's Work. Bids submitted by Bidders shall account for the restrictions in this Notice to Contractors ("NTC"). Table 1 incorporated herein shows the restricted locations and times during which the Contractor shall not perform Work.

The Project Manager (PM) will have the authority to waive the restrictions. To seek a waiver to the restrictions, the Contractor shall submit a written request to the PM no less than four (4) Days before the proposed Work date with the Work the Contractor will perform. The PM will make a determination on the request for waiver within two (2) Days of the submission of the request for waiver by the Contractor.

Failure by the Contractor to comply with this NTC shall result in withholding from the Progress Payment. The withholding amounts and schedule are shown in Table 1. The withholding assessment is independent from and in addition to the other withholdings established by Contract including but not limited to liquidated damages and road user costs.

After the expiration of Contract Time, withholding assessments shall cease and only liquidated damages per the 2014 New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 108.B-"Liquidated Damages" shall apply.

Restricted Weekends and Suspensions - Table 1

Holiday/Special Event	Date Range	Bridge# and location								
		9926 1-40EB over diversion channel	9927 1-40WB over diversion channel	9100 Carlisle Blvd. 1-40	9101 NB Carlisle Blvd. over Embudo Channel	9102 SB Carlisle Blvd over Embudo Channel	9395 Washington St over I-40	8650 San Pedro Blvd. over I-40	6102 1-40WB over Tramway Blvd	6103 1-40EB over Tramway Blvd.
Memorial Day Weekend 2016	5/1/2016	X	X	X	X	X	X	X	X	X
	5/27/2016	X	X	X	X	X	X	X	X	X
	5/28/2016	X	X	X	X	X	X	X	X	X
	5/29/2016	X	X	X	X	X	X	X	X	X
Independence Day Weekend 2016	5/30/2016	X	X	X	X	X	X	X	X	X
	7/1/2016	X	X	X	X	X	X	X	X	X
	7/2/2016	X	X	X	X	X	X	X	X	X
	7/3/2016	X	X	X	X	X	X	X	X	X
Labor Day Weekend 2016	7/4/2016	X	X	X	X	X	X	X	X	X
	9/2/2016	X	X	X	X	X	X	X	X	X
	9/3/2016	X	X	X	X	X	X	X	X	X
	9/4/2016	X	X	X	X	X	X	X	X	X
2016 New Mexico State Fair	9/5/2016	X	X	X	X	X	X	X	X	X
	9/8/2016	X	X	X	X	X	X	X	X	X
	9/9/2016	X	X	X	X	X	X	X	X	X
	9/10/2016	X	X	X	X	X	X	X	X	X
	9/11/2016	X	X	X	X	X	X	X	X	X
	9/12/2016	X	X	X	X	X	X	X	X	X
	9/13/2016	X	X	X	X	X	X	X	X	X
	9/14/2016	X	X	X	X	X	X	X	X	X
	9/15/2016	X	X	X	X	X	X	X	X	X
	9/16/2016	X	X	X	X	X	X	X	X	X
	9/17/2016	X	X	X	X	X	X	X	X	X
9/18/2016	X	X	X	X	X	X	X	X	X	
9/19/2016	X	X	X	X	X	X	X	X	X	

Add lane impact times and fees

Add Leshes table for Coors 1-40 as example.

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Schedule Format

CNS100280

In lieu of a critical path, method Baseline Schedule format the schedule format for this Project shall be a bar graph Baseline Schedule.

The Baseline Schedule shall conform to the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 108.3.2.2 - "Bar Graph Baseline Schedule".

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Stockpile

CNS100280

In accordance with the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 109.9 -"Stockpile, the following Bid Items are eligible for stockpile payment for this Project:

<u>Bid Item</u>	Description
303000	Base Course
403701	Open Graded Friction Course Complete
423282	HMA SP-III Complete

PDE should consider

RUT

Mandatory Start Date

ADE will establish list of Bid Items eligible for partial stockpile payment. PDE is to ensure Bid Item numbers In addition, descriptions in this NTC reflect the same as the Summary of Quantities and Item Schedules.

ROW
May 3, 2015

NOTICE TO CONTRACTORS

Temporary Access Control Breaks

CN S100280

The New Mexico Department of Transportation ("NMDOT") cannot guarantee a temporary access control break for any Project.

All Bidders shall Bid the Work using established Interchanges and routes for all haul related activities.

It is the policy of the NMDOT and the Federal Highway Administration ("FHWA") to strongly discourage any temporary access control break within a two (2) mile (mi) radius of an existing access control break.

Any and all costs associated with a temporary access control break, shall be considered incidental to the construction of the Project.

Process

Temporary access control break requests shall be submitted to the Project Manager ("PM") a minimum of ten (10) Days prior to the Pre-Construction Conference, in accordance with Standard Specification Section 108.2 - "Notice to Proceed and Pre-Construction Conference", item numbers four (4) and fifteen (15).

The Contractor shall fill out Form C-196 attached and provide the form and associated pertinent documentation to the PM at the Pre-Construction Conference.

Review and decision of the temporary access control break request requires approximately 30 Days. Re- submittals of temporary access control break requests starts the review process and timeline again. No additional Contract Time or compensation shall be provided for the temporary access control break process.

If by the date of the Pre-Construction Conference the temporary access control break request is not approved, the Contractor shall continue with the Work utilizing the as Bid, established Interchanges and routes.

Temporary Access Control Breaks

CN S100280

Page 2of2

Conditions

The Contractor is hereby advised that the temporary access control break if approved can be revoked, without re-instatement, if the Contractor fails to comply with the terms and conditions of the approval.

If a temporary access control break request is approved the following standard conditions shall apply.

1. Each access break point must be approved individually and must be approved for each applicable Project.
2. No more than **two** (2) temporary access control breaks will be allowed on any one (1) Project.
3. Traffic control shall be in accordance with the current version of the Manual of Uniform Traffic Control Devices ("MUTCD"). Minor modifications may be necessary to fit field conditions and must be approved by the PM.
4. In no case will Equipment be allowed to cross an active lane of traffic.
5. The temporary access control break shall be closed during non-working hours.
6. All Work required to construct and to restore the temporary access control break to original condition shall be the responsibility of the Contractor unless otherwise approved by the NMDOT.
7. No loaded scrapers will be allowed on the paved portion of Interstate.
8. The Contractor is not allowed to haul in the direction of opposing traffic unless positive protection is provided by the Contractor and written approval is provided by the PM.

Additional conditions may be provided upon approval of the temporary access control break as noted on Form C-196

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Traffic Control Coordination with Adjacent Project

CN S100280

The Contractor shall comply with the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction ("Standard Specifications") Section 105.7 - "Cooperation between Contractors". Traffic Control configurations shall be coordinated with adjacent Projects. Traffic control phasing shall be governed by the Project with the earliest Work start date, unless otherwise determined by the Project Manager. Requests for additional Contract Time or compensation shall be in conformance with the NMDOT's Standard Specifications.

NOTE: We (NMDOT) should not let projects within the same proximity because it can cause so many claim issues and traffic control problems. We are ultimately responsible as the owner of both projects.



INDEX OF

STANDARD NOTICE(s) to CONTRACTORS

*Affidavit of Bidder Approved Products List
Chief Engineer*

Civil Rights Obligations

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Electronic Data Files (No Electronic Survey Data)

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ET-PLUS & ET-31 Removed from Approved Products List

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Patents on Milling Equipment and Milling Operations

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Quality Standards for Traffic Control Devices

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Specialty Items

Subcontractor List

Wage Rates (Federal/State)

New Mexico Department of Transportation ("NMDOT")
Affidavit of Bidder
Control Number ("CN"): S100280

BIDDER: _____ TELEPHONE: (_____)

ADDRESS:

The Bidder shall execute this Certification of Bidder. I hereby affirm per Title 23 United States Code Section 112 (October 1, 2012) and as a condition to the NMDOT's execution of this Contract that I have not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Further affiant sayeth not.

Title:

Bidder (print):

Bidder Signature: _____

STATE OF _____

COUNTY OF _____,

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS:

_____ Day of _____ 2016

Notary Public

My Commission Expires:

**Maintenance
May 3, 2015**

NOTICE TO CONTRACTORS

Approved Products List

Products used on New Mexico Department of Transportation ("NMDOT") Projects must be approved by the NMDOT's product evaluation program and listed on the NMDOT's approved products list ("APL").

The Bidder's Bid Item Unit Price for the Project shall be deemed to rely on the use of the products listed on the APL. The Contractor shall comply with all APL procedures required by the hyperlink below:

<http://dot.state.nm.us/en/APL.html>

As used in this Notice to Contractors, "product" means any manufactured item, material, traffic operational device or other feature used in the maintenance or construction of a NMDOT Project. All products must meet requirements in accordance with the 2014 Edition of the NMDOT's Standard Specifications for Highway and Bridge Construction.

Approval to use a non-APL product will not be granted by the Project Manager. If a non-APL product is used the Contractor shall remove any non-APL product. Removal and replacement will be made at the sole expense of the Contractor if a non-APL Product is used. Any disruption to the Project schedule related to the Contractor's use of a non-APL Product is solely the Contractor's responsibility and no additional Contract Time will be granted.

Products defined in NMDOT Administrative Directive ("AO") 206, 4.08 (a-g) are not required to be on the APL. The product evaluation engineer makes the determination on which products meet the criteria in AD 206.4.08 (a-g).

Products not on the APL and not exempted by AD 206.4.08 (a-g) will be evaluated consistent with the processes described in the above hyperlink.

Chief Engineer

May 3, 2015

NOTICE TO CONTRACTORS

Chief Engineer

Requests for Contract interpretation shall be directed in writing to the Chief Engineer in accordance with the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 102.7 • "Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work".

The contact information for the Chief Engineer is as follows: chief

engineer@state.nm.us

Construction Civil Rights Bureau
August 13, 2015

NOTICE TO CONTRACTORS

Civil Rights Obligations

- I. TITLE VI
- II. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 111. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS - CLARIFICATION OF GOOD CAUSE AND PROHIBITION OF CROSS-PROJECT OFFSET
- IV. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND SUPPLEMENTS (FHWA-1273)
- V. SUPPLEMENTAL EEO REQUIREMENTS
- VI. INDIAN PREFERENCE
- VII. NMDOT ON THE JOB TRAINING (OJT) PROGRAM
- VIII. WAGE RATES
- IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS
- X. TITLE VI ASSURANCES APPENDIX A AND APPENDIX E

Any reference made to the New Mexico Department of Transportation ("NMDOT") web page can be accessed through the following link: <http://dotstate.nm.us/en.html>.

I. TITLE VI

The NMDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The NMDOT's Title VI Assurances, Appendix A and E and are included in Section X. at the end of this NTC.

For further information, contact the Title VI coordinator for the NMDOT by accessing the web page listed above.

II. DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

In accordance with 49 CFR 26.13 (b), the Contract NMDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

- (1) Withholding of monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible ..."

Terms and Definitions (pursuant to 49 CFR 26.5)

Terms and Definitions are incorporated by reference to 49 CFR 26.5 or the New Mexico State Department of Transportation Standards Specifications for Highway and Bridge Construction.

Pre Award Procedures

For all Projects, the Contractor's Bidder's List of Quoters (Form BL-DBE) in the Bid package is required to be submitted at the time of bid for award of Contract. Failure to comply with this requirement shall render a bid as non-responsive and the bid shall be rejected.

For Projects with DBE Goals (race-conscious measures)), the following DBE forms are required to be submitted for Award of Contract:

- a) All Bidders will complete and sign Form A-585 and submit it with the Bid. All DBE firms listed on Form A-585 must be listed on the NMDOT DBE Directory before the date of submission. The Directory is available on the NMDOT web page referenced in this NTC, the web page can be accessed through the following link: <https://nmdot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=nmdot&XI0=4599>. Each DBE firm's NAICS Code may be found in the DBE Directory. The information required by Form A-585 DBE A-1 and form A-585 DBE A-2 must be complete and accurate in every detail and in final form at the time it is submitted to the NMDOT for approval. This form will be evaluated prior to the award of the Contract. Failure to submit either document in proper form and accuracy will render the Bid or proposal non-responsive
- b) All Bidders will complete and notarize Form A-644 for each listed Subcontractor, Supplier, and/or manufacturer on the submitted Form A-585 within seven (7) Days after the Bid opening. The information required by Form A-644 must be complete and accurate in every detail and in final form at the time; it is submitted to the NMDOT for approval.

In the event, the successful Bidder is a certified DBE Contractor. The Bidder shall list itself and any other DBE subcontractor on Form A-585.

In the event, the Bidder cannot meet the established DBE Goal. The Bidder shall submit evidence of its good faith efforts taken to meet the goal. These good faith efforts must be submitted within seven (7) Days after the Bid Opening.

These forms shall be submitted in a manner as provided on the Form. Failure to timely submit the form(s), meet the goal, or demonstrate good faith efforts will render the Bid non-responsive and the Bid shall be rejected.

The Contract will be awarded to the lowest qualified and responsible Bidder who gives written assurance to meet the established DBE Contract goal or who can satisfactorily demonstrate good faith efforts why it cannot do so.

The following is a list of types of actions, which the NMDOT will consider as part of the Bidder or offerer's good faith efforts to obtain DBE participation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive, as other factors or types of efforts may be relevant in appropriate cases. This demonstration should include, but not be limited to, the following:

- a.)
 - 1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at the pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of the Notice of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the NMDOT DBE directory of firms that specialize in the areas or work desired and which are located in the area or surrounding areas of the project.
 - 2) The bidder should solicit this interest as early in the acquisition process as possible as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- b.) Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract Work items into economically feasible units to facilitate DBE participation, even when the prime Contractor or prime consultant might otherwise prefer to perform these Work items with its own forces.
- c.) Providing interested DBEs with adequate information about the construction plans. Construction specifications, design scope of Work and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- d.)
 - 1) Negotiating in good faith with interested DBEs. It is the Bidder or offerer's responsibility to make a portion of the Work available to DBE Subcontractors, subconsultants, and Suppliers and to select those portions of the Work or material needs consistent with the available DBE Subcontractors, subconsultants, and Suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered, a description of the information provided regarding the construction plans and specifications for the Work selected for subcontracting or requirements and design scope of Work of the AFP and subconsulting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
 - 2) A Bidder or offerer using good business judgment would consider a number of factors in negotiating with Subcontractors including DBE Subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder or offerer's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of the prime Contractor or consultant to perform the Work of a Contract with its own organization does not relieve the Bidder or offerer of the responsibility

to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

- e.) 1) Prime Contractors and consultants will not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor(s) or consultant's standing within its Industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Bids or proposals in the Contractor's or design consultant's efforts to meet the Project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for Work was not the lowest received. However, nothing in this paragraph will be construed to require the bidder or prime Contractor to accept unreasonable quotes to satisfy contract goals.
 - 2) A prime Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or desire to perform the contract the Work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- f.) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient, Contractor, or consultant.
- g.) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h.) Effectively using the services of available minority/women community organizations; minority/women Contractor's groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Bidder has made good faith efforts, the NMDOT must take into account the performance of other Bidders in meeting the Contract. For example, when the apparent successful Bidder fails to meet the Contract goal, but others meet it, the NMDOT may reasonably raise the question of whether with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the NMDOT may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made GFEs. NMDOT requires the Contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for Work on the Contract to review whether DBE prices were substantially high; and contact the DBEs listed on a Contractor's solicitation to inquire as to whether DBE prices were contacted by the prime. Preformat mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

A promise to use DBEs after Contract award is not considered to be responsive to the Contract solicitation or to constitute good faith efforts.

When the NMDOT determines that the Bidder has failed to meet the GFE requirements, the NMDOT will. Provide the Bidder notice and the opportunity for administrative reconsideration before awarding the Contract. Failure to timely request reconsideration shall result in the determination that the Bid is non-responsive and shall be rejected. Within seven (7) Days of a timely request for reconsideration, the NMDOT shall conduct a hearing on the matter.

As part of this reconsideration, NMDOT shall follow Standard Specifications Section 103.3 "Bidding Disputes and Resolution Procedures".

Counting DBE Participation toward Goals

This section in no way alters the obligations in Standard Specification 108.1 "Subcontracting" and is only used to determine DBE participation levels for each Bidder. The Contractor must still comply with 108.1 and perform with its own forces at least 40% of the Work based on the Total Bid Amount.

NMDOT shall verify Bidders commitment to meeting or exceeding the established DBE goal in accordance with 49 CFR part 26.55 and as referenced in the NMDOT DBE Program Manual. Only the value of the Work actually performed by the DBE will be credited towards DBE Project goals. DBE participation shall be credited as follows:

- 1) Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE of the Work of the contract, including supplies purchased or equipment leased by the DBE. Supplies and equipment purchased or leased by Contractor shall not be counted toward the DBE goal.
- 2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required of the performance of a NMDOT Contract, toward DBE goals, provided NMDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 3) When a DBE subcontracts part of the Work of its Contract to another firm, the value of the subcontracted Work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- 4) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work of the Contract that the DBE performs with own forces toward DBE goals.

NMDOT shall verify performance during the course of the Project and count expenditures to a DBE Contractor toward DBE goals only if the DBE is performing a Commercially Useful Function ("CUF") on that Contract.

A DBE performs a CUF when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable)

And paying for the material itself. To determine whether a DBE is performing a CUF, an evaluation by the NMDOT, will be made of the amount of Work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the Work it is actually performing and the DBE credit claimed for its performance of the Work and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or Project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, an examination of similar transactions, particularly those in which DBEs do not participate will be performed by the NMDOT.

If a DBE Contractor or Subcontractor does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own forces, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved, it will be presumed that the DBE is not performing a CUF.

When a DBE is presumed not to be performing a CUF as provided above, the DBE may present evidence to rebut this presumption. It may be determined that the firm is performing a commercially useful function given the type of Work involved and normal industry practices.

Decisions concerning CUF matters are not administratively appealable to USDOT. DBE Trucking

Per the Standard Specifications 2014 Edition states 108.1 states, "A Trucker is not a Subcontractor unless the Contractor is using the Trucker to meet the DBE requirement associated with the project."

The following factors shall be used to determine whether a DBE trucking subcontractors are performing a commercially useful function:

- 1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for meeting DBE goals.
- 2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- 3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- 4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks

with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and *may* be awarded for the total value of transportation services provided *by* four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

- 6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

- 7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

The following factors shall be used to determine how to count expenditures with DBEs for materials or supplies toward DBE goals:

- 1) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character describes by the Specifications.
- 2) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character describes by the Specifications and required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business. If DBE firm both owns and operates distribution equipment for the products. Any supplementing of regular

dealers' own distribution equipment shall be by a long-term lease agreement and not on ad hoc or contract-by-contract basis.

Packagers, brokers, manufacturers' representatives, or other people who arrange or expedite transactions are not regular dealers.

- 3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees and commissions charges for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided you determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials or supplies themselves is not creditable toward DBE goals.

Credit for Work performed shall not be counted toward the DBE project goal until the amount committed has been paid to the DBE firm.

Termination/Substitution/Replacement of DBE Firms for Projects Having a DBE goal (Race Conscious Measures)

The Contractor shall use the DBE firms listed on Form A-585A to perform specific Work identified. The prime contractor shall not terminate a DBE subcontractor listed on Form A-585A (or an approved substitute DBE firm) without the prior written consent of NMDOT. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, or with a non-DBE firm, or with a substitute DBE firm. Unless NMOOT consent is provided, the Contractor shall not be entitled to any payment for Work or materials unless it is performed by the listed DBE.

NMDOT will provide written consent to the termination request only if NMDOT agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- 1) The listed DBE subcontractor fails or refuses to execute a written contract;
- 2) The listed DBE subcontractor fails or refuses to perform the work consistent with normal industry standards, provided, however, that good cause does not exist if the failure or refusal to perform results from the bad faith or discriminatory action of the prime contractor;
- 3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, Nondiscriminatory bond requirements;
- 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to 26 CFR Parts 180, 215 or 1200 or applicable state law;
- 6) The listed DBE subcontractor is not a responsible contractor;

- 7) The listed DBE subcontractor voluntarily withdraws from the project and provides to NMDOT written notice of its withdrawal;
- 8) The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the project; or
- 10) Other documented good cause that NMDOT determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied on to obtain the contract so that the prime contractor can self-perform the work for which the DBE subcontractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The prime contractor shall, before transmitting to NMDOT its request to terminate or substitute a DBE subcontractor, give notice in writing to the DBE subcontractor, with a copy to NMDOT, of its intent to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE subcontractor 5 Days to respond to the prime contractor's notice and advise the prime contractor and NMDOT of the reasons, if any, why it objects to the proposed termination of its subcontract and why NMDOT should not approve the prime contractor's request.

As soon as possible, after receipt and review of the DBE subcontractor's response, or after the expiration of the 5-Day response period, NMDOT shall provide a written response to the prime contractor's request. NMDOT may seek additional information as necessary to formulate its response. NMDOT's decision is not appealable to USDOT.

If termination of the DBE subcontractor does not result in a DBE contract goal shortfall, NMDOT strongly encourages the prime contractor to make good faith efforts to subcontract with a substitute DBE firm which can perform the same type of work on the project as the terminated DBE firm or to subcontract with a replacement DBE firm which can perform other types of work remaining on the project.

If termination of the DBE subcontractor results in a DBE contract goal shortfall, the prime contractor shall either:

- 1) Make good faith efforts to obtain sufficient DBE participation to meet the contract goal by subcontracting with a substitute DBE firm which can perform the same type of work on the project as the terminated DBE firm; or
- 2) Make good faith efforts to obtain sufficient DBE participation to meet the contract goal by subcontracting with a replacement DBE firm, which can perform other types of work remaining on the project.

The prime contractor shall document its good faith efforts to find another certified DBE subcontractor to substitute for or replace the terminated DBE firm. (Refer to 49 CFR Appendix A to Part 26 for guidance in determining the adequacy of good faith efforts.)

The prime contractor shall, in writing, request approval from NMDOT to utilize a substitute or replacement DBE firm to meet the contract goal. In its request, the prime contractor shall detail the work items to be performed and the estimated dollar amount to be subcontracted.

As soon as possible, after receipt and review of the prime contractor's request, NMDOT shall provide a written response to the prime contractor. NMDOT may seek additional information as necessary to formulate its response. NMDOT's decision is not appealable to USDOT.

If the prime contractor is unable to secure a substitute or replacement DBE subcontractor to perform the work to meet the contract goal, the prime contractor shall immediately notify NMDOT in writing, and request to be relieved of meeting the contract goal. The prime contractor shall include with this request a justification, including the documented good faith efforts made to find another certified DBE firm.

As soon as possible, after receipt and review of the prime contractor's request, NMDOT shall provide a written response to the prime contractor. NMDOT may seek additional information as necessary to formulate its response. NMDOT may allow a DBE contract goal waiver, adjust the DBE goal, or assess construction contract liquidated damages or design contract liquidated damages as may be appropriate, depending on the individual project's overall circumstances. NMDOT's decision to waive or adjust the contract goal is not appealable to USDOT.

Failure of the Contractor carry out the requirements of the above is a material breach of Contract and may result in the termination of the Contract or such other remedies set forth in this NTC if the Contractor fails to comply with these requirements..

Record Keeping Requirements

The Contractor shall keep such records as necessary to ensure compliance with its DBE Utilization obligations, in accordance with Standard Specification Section 107.28 "Contractor Records".

Compliance Procedures

The Contractor is solely responsible and obligated to ensure DBE compliance at all tiers until the final payment is made in accordance with Standard Specification Section 109.10 "Project Closure". Additionally, the Contractor shall take any necessary corrective measure necessary to fully comply with this NTC.

Whenever NMDOT believes the construction contractor or any subcontractor or supplier on a USDOT- assisted contract may not be operating in compliance with the terms, conditions, or requirements of this DBE Program, NMDOT will conduct an investigation. If it is found that the construction contractor or any subcontractor or supplier is not in compliance with the DBE Program, NMDOT will notify the non-compliant party in writing. NMDOT may conduct a compliance conference with the non-compliant party or parties to discuss the area(s) of non-compliance. In the event that the non-compliant party or parties fails or refuses to perform in compliance with the DBE Program or the Selected DBE Program Provisions, NMDOT will send the non-compliant party or parties a "Notice of Non-Compliance". If the non-compliant party or parties correct the deficiencies, NMDOT will rescind the "Notice of Non-Compliance" and notify the party or parties. If the deficiencies are not corrected, NMDOT will initiate administrative action against the non-compliant party or parties, which may include but not be limited to:

- 1) Termination of the contract.
- 2) Withhold monthly progress payments.
- 3) Initiation of appropriate suspension or debarment or decertification proceedings.
- 4) Referral of any unlawful actions to the appropriate enforcement agencies.
- 5) Other actions as appropriate, at the discretion of NMDOT. III.

SUBCONTRACTOR PROMPT PAYMENT PROVISIONS

To ensure that all obligations to promptly pay Subcontractors are met Contractors shall pay all Subcontractors, Suppliers, and Fabricators their respective subcontract amount by electronic transfer, if available, for NMDOT undisputed Acceptable Work within the timeframes specified in the Standard Specification Section 108.1 "Subcontracting".

The Contractor is solely responsible and obligated to ensure prompt payment obligations and compliance reporting through all tiers until the final payment is made in accordance with Standard Specification Section 109.10 "Project Closure". Contractors at all tiers shall be required to submit payment information, as provided for in the B2GNow supporting software system, indicating when payments are made to any Subcontractor, Supplier and or Fabricator, regardless of DBE status. The Department may recognize supporting documentation of such payment(s) in one or more of the following forms:

- 1) Proof of the timely deposit of funds into the Subcontractor, Supplier and or Fabricator bank account;
- 2) Proof of hand delivery of timely payment to the Subcontractor, Supplier and or Fabricator; or
- 3) Proof of mailing payment to the Subcontractor, Supplier, and or Fabricator postmarked no less than three (3) Days prior to the expiration of the ten (10) Day prompt payment period.

The Contractor's prompt payment obligation is triggered when the Subcontractor's, Supplier's and or Fabricator's Work is satisfactorily completed when the associated Pay Item has been accepted by NMDOT. If the NMOOT makes an incremental Acceptance of a portion of the Work, the Work of a Subcontractor, Supplier, and or Fabricator is covered by that Acceptance is deemed to be satisfactorily completed, triggering the Contractor's obligation to promptly pay for that portion of the Work.

A Contractor will be required to fully document any alleged disputes with its Subcontractors, Suppliers, and or Fabricators. The Contractor shall ensure that all situations in which regularly scheduled payments are not made to Subcontractors, suppliers and or Fabricators are reported to the NMDOT.

A Contractor must demonstrate good cause to NMDOT for any failure to full of partially provide prompt payment.

Good cause recognized by the Department to excuse a failure to promptly pay, is a claim concerning the Subcontractor's or Supplier's Work, failure to provide certified payrolls, and other required project documentation. The amount withheld cannot exceed the amount in dispute between the Contractor and Subcontractor or Supplier. Within a Project, the Contractor may only withhold a Subcontractor or Supplier's payment for Work Accepted by the NMDOT upon proof of a claim between the Contractor and Subcontractor for the Work at issue. The Contractor has the burden of proof to support the Contractor's assertion of good cause and must submit verifiable explanation and proof of the claim between the parties to the Project Manager.

The Contractor is further advised that due to federal highway administration (FHWA) interpretations of 49 CFR Part 26, concerning prompt payment obligations to Subcontractors and Suppliers:

- 1) The NMDOT will not accept cross-Project offsets as "good cause" excusing untimely payment for Accepted Work.

The Contractor's Contract with Subcontractors or Suppliers SHALL NOT contain any provision that allows the Contractor to withhold payment from the Subcontractor or Supplier as a result of the Subcontractor or Supplier's performance on separate Contract(s). Any such provision will be without effect, and SHALL NOT provide good cause excusing a failure to make prompt payment

This Notice does not alter the sole discretion of the NMDOT to make good cause determinations concerning Contractor prompt payment matters.

- 2) The NMDOT will require Contractor's to pay all retainage owed to the Subcontractor or Supplier within 30 days of the progress payment indicating Acceptance of the Work. The Contractor may request Partial Acceptance in accordance with Standard Specifications 105.18.1 "Partial Acceptance" upon satisfactory completion of the entire Subcontractor's Work.

IV. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND SUPPLEMENTS

FHWA-1273- Revised May 1, 2012 REQUIRED

CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

- X. Compliance with Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for lobbying

ATIACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order. Rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider.

Form FHWA-1273 must be included in all Federal aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements, and other agreements for supplies or services). The design builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to a related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 is not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to The U.S. Department of Labor (USDOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action. Or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity **Employer.**" All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating

against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in completely or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they *may* qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. Reasonable Accommodation for Applicants | Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. Assurance Required by 49 CFR 26.13(b):
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract. Which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives

of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term

"Facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof due at time of payment computed at rates

not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which *may* be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided; That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract

from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor either shall pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable Standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (8) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 55(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.
 - (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-

347 are available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347hstr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(J)(I) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(0) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly. and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USOOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment, and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section

IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 55.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or *any* of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee-leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products, which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and
is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract, the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out

The duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII.FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows :

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat 355), as amended and supplemented;

Shall be offered under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate. The bidder, proposer. Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph {1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to which this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (Such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered Transaction with a First Tier Participant or other lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions, provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.eols.gov>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (i) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its Principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or

Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, Such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification. Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to *any* covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded

From participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts, which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A • EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) Below.
2. The contractor shall place a job order with the State Employment Service indicating:
 - (a) the classifications of the laborers, mechanics and other employees required to perform the contract work,

- (b) the number of employees required in each classification,
 - (c) the date on which the participant estimates such employees will be required, and
 - (d) Any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
 5. The provisions of 23 CFR 633.207(e) allows the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work, which is, or reasonably may be, done as on-site work.

V. SUPPLEMENTAL EEO REQUIREMENTS

Incorporated in this Contract are three (3) supplemental requirements on Equal Employment Opportunity ("EEO"). These are as follows:

- (1) Specific EEO Responsibilities (23 USC 140 and 23 CFR 230);
 - (2) Notice of Requirements for Affirmative Action to Ensure EEO (Executive Order 11246);
 - (3) Standard Federal EEO Construction Contract Specifications (Executive Order 11246).
- 1) Specific EEO Responsibilities (23 USC 140 and 23 CFR 230)

The Contractor shall Work with the Federal Government and the NMDOT in carrying out EEO obligations and in their review of the Contractor activities under this NTC or the Contract.

The Contractor and all Subcontractors at all lower tiers holding subcontracts not including material Suppliers, of \$10,000 or more, shall comply with the following minimum requirements of EEO. The EEO requirements of Executive Order 11246 as amended, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material Suppliers as well as Contractors and Subcontractors. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2) Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246)

This NTC shall be applicable in all Bids on all Federal-Aid construction Contracts or subcontracts in excess of \$10,000.

The goals and timetables for minority and female participation are measured according to the Standard Metropolitan Statistical Area (SMSA) and expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Work in the geographical area.

As used in this NTC the "geographical area" means the area described in the Invitation for Bid for this Contract and are as follows:

Goals for female participation in each trade:

6.9
%

Goals for minority participation for each trade: 38.3% - (SMSA

Counties: Bernalillo and Sandoval)

45.9% - (Non SMSA Counties: Catron Colfax, De Baca, Guadalupe, Lincoln, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Valencia and Cibola.)

49% - (Non SMSA Counties: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Luna, Otero and Sierra.) 19.5% - (Non SMSA Counties: Lea and Roosevelt.)

11% - (Non SMSA Counties: Curry, Harding, Quay, and Union.)

Whether the Contract is Federal or federally assisted, the goals are applicable to the entire Contractor's Work performed in the counties listed above. If the Contractor performs construction Work in two (2) counties, then the goals established for the county where the Work is actually performed shall apply.

The Contractor shall comply with Executive Order 11246 and the regulations in 41 CFR Part 60-4 et seq. The hours of minority and female employment and training by Project must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a GFE to employ minorities and women. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a

Violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total Work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) Days of award of any construction subcontract in excess of \$10,000 at any tier for construction Work. To notify the Director of OFCCP the Contractor shall use the form correspondence provided by the Office of Equal Opportunity Programs Contractor Compliance Section.

3) Standard Federal EEO Construction Contracts Specifications (Executive Order 11246)

The Executive Order 11246 is available by accessing the link provided and is incorporated here via reference.

<http://www.dol.gov/>

VI. INDIAN PREFERENCE

The Contractor or its Subcontractor at any tier. May without violating 41 C.F.R. §60-15 (a) (7), extend a publically announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The word "near" includes all areas where a person seeking employment could reasonably expected to commute in the course of a workday. Contractors or Subcontractors, at any tier, shall not discriminate among Indians on the basis of religion. Sex, tribal affiliation, and the use of such a preference shall not excuse compliance with the remaining EEO provisions of this NTC.

If the Contractor extends an Indian preference, then this NTC requires that Contractors shall afford preference to initial hiring, reassignment, transfer, competitive promotion, reappointment, reinstatement, or any personnel action to fill a vacant position to qualified and enrolled members of federally recognized Indian tribe. The Contractor shall establish a liaison with local tribe employment offices and provide this individual's name and contact information to the Project Manager at the Pre-Construction Conference per Standard Specification Section 108.2 "Notice to Proceed and Pre-Construction Conference". The tribe's employment office may then assist the Contractor in identifying qualified and tribally enrolled individuals. Verification of available, qualified, and enrolled individuals will be provided to the Contractor by the tribe's employment office.

This Contract preference requirement is an expansion of the provisions of the equal employment opportunity responsibilities for Contractors contained elsewhere in this NTC and the provisions contained under FHWA-1273.

VII. NMDOT ON THE JOB TRAINING (OJT) PROGRAM I.

PROGRAM DESCRIPTION

A. Purpose

The New Mexico Department of Transportation (NMDOT) created its On the Job Training Program and Special Provision (OJT Program) to fulfill the Training Special Provision requirements of federal-aid construction contracts included in 23 CFR 230, Appendix B to Subpart A. The purpose of the OJT Program is to address the underrepresentation of minority and female workers in the construction trades through the assignment of OJT goals. To that end, the primary objective of the OJT Program is the training and upgrading of minorities and females to journeyman status on NMDOT federal-aid contracts.

B. Program Summary

The OJT Program fulfills its objective by:

- 1) fostering long-term relationships between contractors and trainees;
- 2) encouraging contractors to assist trainees in fully attaining journeyman status, and;
- 3) Offering contractors abundant flexibility in fulfilling their training obligations. The OJT Program assigns contractors an annual training goal based on past dollar amounts awarded to the contractor as an NMDOT federal-aid prime contractor.

Contractors may assign eligible trainees that are enrolled in an approved training program, as outlined in Section II A, to any construction project on which the contractor is a prime, including non-NMDOT projects. Contractors may also assign trainees to be trained by subcontractors on any project, so long as the prime contractor retains the primary responsibility for fulfilling its federal-aid training requirements.

Contractors shall make every effort to meet their OJT Program goals by enrolling minority and female trainees (i.e. by conducting systematic and direct recruitment through public and private sources likely to yield minority and female trainees) to the extent that such persons are available within a reasonable area of recruitment. When a contractor cannot meet its annual training goal with minorities and females, it is responsible for demonstrating its Good Faith Efforts taken to meet the goal. Examples of what actions constitute Good Faith Efforts are set forth in Section III below. NMDOT will make compliance determinations regarding the OJT Program based upon either attainment of the annual goal or the Good Faith Efforts to meet it.

No employee shall be employed as an apprentice or trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case. Such records shall be available for inspection by authorized representatives of NMDOT and the Federal Highway Administration (FHWA).

The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the approved training program being utilized. When a specific ratio is not provided, the ratio of apprentices and trainees to journeymen expected to be on the contractor's work force during normal operations shall, pursuant to 23 CFR 230.111(c)(10), fall between 1:10 and 1:4.

C. Annual Training Goal

The NMDOT Office of Equal Opportunity Programs will notify contractors assigned an annual training goal prior to the beginning of the calendar year (January 1 to December 31) within which they must participate. Contractors are assigned an annual training goal based on the dollar amount awarded to the contractor as an NMDOT federal-aid prime contractor during the previous state fiscal year (July 1 through June 30).

More specifically, each contractor cumulatively awarded ten million dollars or more as a prime contractor on NMDOT federal-aid projects during the previous state fiscal year is assigned and shall commit to train, certify and advance one trainee to journeyman worker status during and before the expiration of the calendar year. The trainee must begin training during the calendar year within which the contractor must participate and trainee time cannot "roll-over" from one calendar year to another for purposes of meeting the annual goal.

While NMDOT strongly encourages contractors to independently, provide on the job training on their projects, only those contractors who have reached the above-mentioned threshold are required to participate in and are bound by the provisions of this OJT Program. When a contractor is not assigned an annual training goal but still utilizes trainees/apprentices on a federal-aid project, the contractor will not be reimbursed for training hours under the OJT pay item, but the contractor may pay the trainees/apprentices the wages allowed in the approved training program, which may be less than the minimum pay rate for the classification. The contractor is still required to use an approved training program, register its trainees in the program, pay trainees according to the program, and show trainees on its payrolls as required by FHWA-1273, Sections IV, and V.

II. PROGRAM REQUIREMENTS

A. Use of Approved Training Program

NMDOT recognizes four types of contractor based training programs. Those programs are: contractor in-house training programs that have received prior approval from both FHWA and NMDOT; training programs approved in other states subject to proof of approval; the approved Workforce Development Program provided through the Associated Contractors of New Mexico (ACNM); and the New Mexico Department of Workforce Solutions' State Apprenticeship Council programs (e.g. union apprenticeships, if the contract employees are otherwise eligible). If a contractor wants to use a training program other than one of the four mentioned above, the contractor must have the program approved by NMDOT and FHWA prior to commencing work. All training programs must be administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. NMDOT reserves the right to request documentation that a program fulfills these obligations. Contractors must ensure that each trainee does not exceed the maximum number of training hours required for the completion of the selected training program.

B. Wage Requirements

Contractors must pay each approved trainee at the appropriate percentage of journeyman's wage rate based on the approved training program and consistent with applicable State and Federal regulations and guidance.

C. Reporting Requirements

Contractors must submit the following documents to the administrator of the approved training program being utilized, the NMDOT Office of Equal Opportunity Programs, and, for NMDOT federal-aid projects, to the Project Manager:

- 1) Contractors shall complete and submit Form A-2201, Contractor OJT Enrollment Form, within seven business days of the contractor's intent to assign a trainee(s) to a project.
- 2) For NMDOT federal-aid projects, Contractors shall complete and submit form A-2203, OJT Program Labor Classification Request within seven business days of the contractor's intent to assign a trainee(s) to a project.
- 3) Contractors shall complete and submit Form A-2202, OJT Program Monthly Reporting Form, on or before the 10th of each month, reporting on the preceding month.

Contractors shall submit to the NMDOT Office of Equal Opportunity Programs an Annual Summary Report by January 2011 of the following calendar year. The report must give an accurate account of all trainee hours; identifying each trainee by name, ethnicity, and gender and identifying each project and/or contract and the trainee hours attributed thereto.

Contractors should also note that:

- 1) Monthly reports submitted after January 10th of the following year will not be accepted or considered towards goal attainment for the previous calendar year.
- 2) If a contractor did not attain its annual goal, it must submit, with its Annual Summary Report, documentation of its Good Faith Efforts to attain the goal (see Section III below).

Contractors should only submit paperwork for individuals accepted and enrolled in an approved training program as outlined in Section IIA, and not for individuals participating in other training and/or apprenticeship programs.

D. Contractor Participation

The contractor's Equal Employment Opportunity Officer (EEO Officer) shall be responsible for monitoring and administering the trainees' progress. The EEO Officer shall serve as the point of contact for NMDOT representatives regarding information, documentation, and conflict resolution. The contractor shall furnish each trainee a copy of the Training Program and other documentation related to the training program. The contractor shall further make every reasonable effort to provide training that develops skills as required by the training program. The contractor shall furnish to each trainee, upon successful completion of their training program, a certificate showing the type and length of training satisfactorily completed.

E. Contractor Reimbursement

Except as otherwise noted below, NMDOT will reimburse the contractor 80 cents per hour of training given an employee on a State or Federal aid project in accordance with an approved training program. Reimbursements will be made upon submission to and approval by the Project Manager of a request for

change order with the properly completed OJT monthly reporting forms attached. Reimbursement will not be made for a trainee's hours that exceed the maximum number of training hours required for the Completion of the selected classification in the training program.

III. Good Faith Efforts

If a contractor does not or cannot achieve its annual training goal with female or minority trainees, it must produce adequate Good Faith Efforts documentation. Good Faith Efforts are those efforts designed to achieve equal opportunity through positive, aggressive, and continuous result-oriented measures. (23 CFR 230.409(9) (4)). Good Faith Efforts should be taken as training opportunities arise. Whenever a contractor requests NMDOT approval of someone other than a minority or a female for credit towards its annual training goal, the contractor must submit documented evidence of its Good Faith Efforts to fill that position with a minority or female.

NMDOT will consider all contractors' documentation of Good Faith Efforts on a case-by-case basis, and take into account the following:

- Availability of minorities and females for training;
- The potential for effective training;
- Duration of the contract;
- Dollar value of the contract;
- Total normal work force that the average bidder could be expected to use
- Geographic location;
- Type of work;
- The need for journey level individuals in the area.

Good Faith Efforts may include, but are not limited to, documentation of efforts to:

- Contact minority and female employees to gain referrals on other minority and female applicants;
- Upgrade minority and female unskilled workers into the skilled classifications when possible;
- Accept applications at the project site or at the contractor's office;
- Review and follow up on previously received applications from minorities and females when hiring opportunities arise;
- Maintain evaluations that monitor efforts made to achieve diversity on federal-aid projects and the contractor's workforce in general (i.e. significant numbers of minorities and females employed on a company wide basis);

NMDOT may reject utilization of non-minority male trainees for credit toward meeting the annual goal if it determines that the contractor failed to make sufficient Good Faith Efforts to hire minorities or female trainees and/or the contractor failed to document or submit evidence of its Good Faith Effort to do so.

IV. NMDOT PROGRAM MONITORING

A. Site Visits

NMDOT may conduct periodic site visits to a contractor's worksite to review OJT Program compliance along with other contract compliance issues related to the project. NMDOT will make every effort to ensure minimal disruption to a contractor's work.

B. End of Year Audits and Sanctions for Non-Compliance

NMDOT will perform an end of year audit of each contractor to verify attainment of the annual OJT goal. If a contractor, through its Annual Summary Report, can demonstrate that it attained its annual OJT Program goal or made adequate Good Faith Efforts to do so, then NMDOT will determine that the contractor complies with the OJT Program requirements.

If a contractor has attained neither its goal nor submitted adequate Good Faith Efforts documentation, NMDOT will issue a Show Cause Notice outlining its findings of non-compliance and providing its determination of sanctions attributed thereto. Within thirty (30) days of receiving the Show Cause Notice, the contractor may submit a written response to the Show Cause Notice providing argument and evidence in opposition to the NMDOT findings of non-compliance and/or its determination of sanctions.

If a contractor fails to submit a written response to the Show Cause Notice within the specified period or the written response to the Show Cause Notice does not cause NMDOT to change its findings of noncompliance and/or its determination of sanctions, NMDOT will issue its Final Order to the contractor regarding the non-compliance and assessing sanctions.

Sanctions for non-compliance may include, but are not limited to: liquidated damages, suspension of any payment in whole or in part, termination, or cancellation of contracts in whole or in part, and/or suspension or debarment of the contractor.

VIII. WAGERATES

In the event of a discrepancy between the minimum wage rates in the Wage Decision of the OWS, and the U.S. Department of Labor Wage Decision applicable as of Project letting, the higher wage rates shall govern.

IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS

Davis-Bacon and related acts mandate that federally funded require weekly certified payrolls must be generated and submitted for all portions or segments of the contract. The New Mexico Department of Workforce Solutions ("DWS") mandates tracking a construction Project's weekly payrolls and the process by which this reporting is accomplished by the Contractor. Knowledge of the DWS rules and procedures is attributed to the Contractor prior to its Bid submission. The latest forms posted in the DWS website, <http://www.dws.state.nm.us> must be used for submittals. All outdated forms submitted will be rejected by the Department. If rejected, the Contractor Subcontractors will be required to submit the current DWS forms.

The following requirements apply to those Contractors and Subcontractors performing Work subject to this Contract's prevailing wage rates:

The Contractor and Subcontractor(s) at all tiers shall complete an original DWS "Statement of Intent to Pay Prevailing Wages form prior to starting Work on the Project. The Contractor shall provide a copy of all forms to the Project Manager in accordance with the Standard Specification Section 1082 "Notice to Proceed and Pre-Construction Conference". For Subcontracts established later on in the Project, the Contractor shall ensure that the Subcontractor's "Statement of Intent to Pay Prevailing Wages" form is submitted to the Project Manager.

Once construction begins, the Contractor shall submit weekly payroll information. The Contractor shall ensure that **Subcontractors** at all tiers submit weekly payroll information.

Weekly payroll information shall be submitted as follows:

On all Projects, the Contractor shall submit and shall ensure all Subcontractors submit weekly payroll information into the LCPTracker software program.

All payrolls for the Project shall be submitted no later than seven (7) Days following the close of the second payroll period.

Prior to release of the Final Payment, the Contractor and Subcontractor(s) at all tiers shall fully comply with Standard Specification Section 109.107 "Contractor Submittal of Final Documentation.

The Contractor and Subcontractor(s) at all tiers shall preserve its weekly payroll records in accordance with Standard Specification Section 107.28 "Contractor Records".

On solely State funded Projects, the Rules and Regulations under the New Mexico Public Works Minimum Wage Act are, by this reference, made a part of this Contract.

On Federally funded Projects, these provisions hereby supplement Paragraph V, Part 2 of the Required Contract Provisions on all Federal Aid Construction Contracts, FHWA-1273.

EEO Software Programs

The Contractor and Subcontractors at all tiers Working on federal-aid Projects shall use the following EEO Software Programs to report specific EEO, Labor Compliance and DBE information as required by the Contract and as specified by this NTC. The two software programs are:

- 82GNow software LCPTracker software

B2GNow - (Business to Government Now), is a web-based software program used to collect, verify and manage payment information for Contractors and Subcontractors Working on federal-aid Projects. Additionally, the software is used to collect and report DBE participation and utilization on federal-aid Projects. Information related to the use of the software is available at the NMDOT web page referenced in this NTC.

LCPTracker - (Labor Compliance Program Tracker) is a web-based software program used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation for Contractors

And Subcontractors on federal-aid Projects. Information related to the use of the software is available at the NMDOT web page referenced in the NTC.

Use of B2GNow and LCPTracker software programs is required and shall be considered incidental to the Contract. Failure of a Contractor or Subcontractor to use the required software programs to report specific EEO, Labor Compliance and DBE information may result in a "Non-Conformance".

Information on access to the software programs, log-on information, use of the programs, available training, user manuals, etc. can be obtained by accessing the web page referenced in this NTC.

X. TITLE VI Assurances Appendix A and Appendix E

Appendix A of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, Including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the New Mexico Department of Transportation (NMDOT), or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the New Mexico Department of Transportation (NMDOT) will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NMDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the NMDOT to enter into any litigation to protect the interests of the NMDOT. In addition, the contractor may request the United States to enter into the litigation to protect the Interests of the United States.

Appendix E of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PI 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

Chief Engineer

May 3, 2015

NOTICE TO CONTRACTORS

Electronic Data Files

The New Mexico Department of Transportation ("NMDOT") will only provide electronic data files in the format and software version in which the files were produced and subject to the conditions set out in this Notice to Contractors ("NTC").

Providing electronic data files under this NTC does not alter the Bidder's obligations found in the NMDOT's 2014 Edition of the Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 1027 - "Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work".

The NMDOT will make available the following electronic data files for this Project:

A) Survey Data, in accordance with the Standard Specifications Section 801.12 - "Department- Supplied Documents and Services":

1. Existing Computer Aided Design Drafting ("CADD") survey files; and,
2. Existing Digital Terrain Model ("DTM") files.

8) Design Files, subject to the terms and conditions below:

1. Centerline Alignment Files ("CAF"), including horizontal and vertical alignment files for all alignments referenced in the plans; and,
2. Portable Document Format ("PDF") copies of the sealed plan set.

The electronic data provided in sub-section "8" is for information purposes only. The data is furnished in an "as is" condition without any warranty as to fitness for a particular use beyond intonation purposes. The Contractor accepts all risks associated with the use of the data provided in sub-section "B" as modifications may have been made to the official hard copy Contract which does not appear in the electronic data files. The Contractor is solely responsible for confirming, conforming, and correlating the accuracy and completeness of the electronic data files to the official Contract.

This NTC does not alter the definition of the Contract nor modify the order of importance of the documents as specified in the Standard Specifications, Section 105.4 - "Coordination of Contract Documents".

The electronic data referenced in sub-sections "A" and "8" will be available to the requestor on discs and will be available at the Plans Specifications & Estimate Bureau, located at 1120 Cerrillos Road, Santa Fe, NM 87504, Room 223.

PSE
May 3, 2015

NOTICE TO CONTRACTORS

Electronic Data Files

The New Mexico Department of Transportation (NMDOT) will not provide electronic data files in accordance with the NMDOT's 2014 Edition of the Standard Specifications for Highway and Bridge Construction, Section 801.1.2 - "Department-Supplied Documents and Services" for this Project as no electronic survey data exists for this Project.

Environmental
September 22, 2015

NOTICE TO CONTRACTORS

Environmental and Archaeological Approvals for Pit Areas

In addition to the requirements contained in the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction Section 107.14.1

- "Environmental and Cultural Resource Studies and Approvals" the Contractor shall coordinate pit activity with the NMDOT in order to facilitate government-government tribal consultation, excluding commercial pits with affected tribes. The listing of affected tribes can be obtained from the following link:

<http://nmhistoricpreservation.org/outreach/native-american-consultations.html>

The Contractor shall initiate tribal consultation in writing through the NMDOT Project Manager ("PM"). The Contractor shall include, in the request to initiate tribal consultation, its scope of Work and clearly delineate plan view location of the Contractor located activity on a United State Geological Service 7.5' map. This process takes approximately 45 Days from the PM's receipt of the Contractor's written request to initiate tribal consultation. If concerns are expressed by the affected tribes, this process will exceed 45 Days.

Maintenance
May 3, 2015

NOTICE TO CONTRACTORS

ET-PLUS & ET-31 Removed from Approved Products List

The New Mexico Department of Transportation, removed the ET-Plus and ET-31 guardrail end terminal sections, manufactured by Trinity Highway Products, LLC from the approved products list ("APL"). These products shall not be installed on New Mexico roadways.

The Bidder's Bid Item Unit Price for the Project shall be deemed to rely on the use of the alternate products listed on the APL.

Procurement

May 3, 2015

NOTICE TO CONTRACTORS

Gross Receipts Tax

The New Mexico Procurement Code, NMSA 1978, § 13-1-108 (1984) requires the New Mexico Department of Transportation ("NMDOT") to exclude the applicable state gross receipts tax, or applicable local option tax, from Bids received for this Project. The NMDOT will pay the applicable tax including any increase in the applicable tax effective after the Contract is executed by the NMDOT. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each Progress Payment.

Procurement
May 3, 2015

NOTICE TO CONTRACTORS

New Mexico Employees Health Coverage

If the Bidder has, or grows to, six (6) or more employees who Work, or who are expected to Work, an average of at least 20 hours per week over a six (6) month period during the term of this Contract, the Bidder certifies by the submission of its Bid and if Awarded the Contract agrees to have in place, and agrees to maintain for the term of the Contract, health insurance for those employees and to offer that health insurance to those employees if the expected annual value in the aggregate of any and all Contracts between the Bidder and the New Mexico Department of Transportation ("NMDOT") exceeds \$250,000.00.

The Bidder agrees to maintain a record of the number of employees who have:

- A. Accepted health insurance;
- B. Declined health insurance due to other health insurance coverage already in place; or
- C. Declined health insurance for other reasons.

These records are subject to review and audit by a representative of the NMDOT.

The Bidder agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

For all Contracts exceeding \$250,000, the Bidder Awarded the Contract will be required to provide a letter stating that they currently offer health insurance to its New Mexico employees.

Office of Inspector General
May 3, 2015

NOTICE TO CONTRACTORS

Office of Inspector General

The New Mexico Department of Transportation ("NMDOT") Office of Inspector General ("OIG") has the authority to carry out all duties required to collect information, conduct audits, special studies, and investigations. The duties of the NMDOT's OIG also arise from the responsibility all state Departments of Transportation have for ensuring that all Federal-aid Projects are carried out in accordance with federal requirements.

The NMDOT's OIG shall be provided access to all documents associated with the Project per the 2014 Edition of the NMOOT's Standard Specifications for Highway and Bridge Construction, Section 10728 • "Contractor Records".

To Report Fraud, Waste & Abuse

1-800-
671-STOP
(1-800-671-
7867)

The NMDOT OIG has established the above toll free number for reports of fraud, waste, abuse, or similar illegal or unethical activity affecting the cost, completion, or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

The New Mexico Fraud against Taxpayers Act:

The New Mexico Fraud against Taxpayers Act, NMSA 1978, §§ 44-9-1 to -14 (2007, as amended through 2015) provides civil penalties for submitting a claim to a state agency based on false, fraudulent or misleading information. The Act also includes a financial incentive for parties with knowledge of such a claim to come forward.

To Report Bid Rigging Activities

1-800-424-9071

The U.S. Department of Transportation, Office of Inspector General has established the above toll free number for reports of Bid rigging, Bidder collusion, or other similar illegal or unethical activity affecting the cost, completion, or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

Materials
May 3, 2015

NOTICE TO CONTRACTORS

Patents on Milling Equipment and Milling Operations

Milling equipment and processes intended for use by the Bidder to perform any milling Work required under this Contract may be subject to United States patents. It is the responsibility of the Bidder to investigate the applicability of such patents to the milling Work, and pay royalties and other lawfully imposed charges by the patent holders. Royalties and other lawfully imposed charges are incidental and shall be factored into the Project Bid Item Unit Price for milling.

Chief Engineer

May 3, 2015

NOTICE TO CONTRACTORS

Professional Services

The following has been added to the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction Section 1014 - "Terms and Definitions".

A Professional Service provider is considered a Subcontractor when Work is performed within the Project limits and shall be prequalified in accordance with 1827.5 NMAC (12/07/2000, as amended through 01/01/2015).

Traffic
May3,
2015

NOTICE TO CONTRACTORS

Quality Standards for Traffic Control Devices

The Contractor shall comply with quality standards for traffic control devices in the Intra-Departmental Design Directive ("IDD") 2009-05 and incorporated herein by reference. The IDD adopts quality standards in accordance with 23 C.F.R. § 630 (2007) Subpart K-Temporary Traffic Control Devices.

PSE
May 3, 2015

NOTICE TO CONTRACTORS

Return of Contract Documents

In accordance with the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 103.7 - "Execution and Approval of Contract", the successful Bidder shall return the documents listed in the notice of preliminary award of contract letter within fifteen (15) Days of the date on the letter. Pursuant to Section 103.8 - "Failure to Execute Contract", failure by the successful Bidder to comply with this Notice to Contractors may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guarantee.



Control Number ("CN") S100280

New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Edition of 2014 shall govern construction of this project unless otherwise noted.

The following SPECIAL PROVISIONS shall supplement the above specifications.

SPECIAL PROVISIONS

Modifying Sections - 303 - Base Course, 403 - Open Graded Friction On Course (Non-OLA) 412 - Hot In-Place Recycling Of Asphalt Pavement, 413 - Single-Material of In-Place Surface Repaving, 415 - Pavement Surface Resloration⁴, 6 - Minor Paving, 417 -

Miscellaneous Paving, 451 - Portland Cement Concrete pavement - Precast Concrete Structures, 518 - Pre-Stressed Concrete Structures (271214)

Modifying Sections 203 – Excavation & Borrow, and Embankment (405 - Detour Pavements, 408 - Prime Coat, 605 - Drains^{60B} - Sidewalks, Drive Pads and Concrete Median Pavement, 609 - Curb and Gutter (7/24/14)

Modifying Section 201 - Clearing and Grubbing (7/24/14)

Modifying Section 206 Excavation and Backfill for Culverts & Minor Structures (5/16/14) Modifying Section 2b - Excavation and Backfill for Major Structures (1/29/15)

Modifying Section 401 - Pavement, Smoothness Measurement (1/27/14)

Modifying Section 403, Open Graded Friction Course (Non-OLA) (4n/14)

Modifying Section 405 Detour Pavements (2113/14)

Modifying Section 423 - Hot Asphalt Superpave (OLA and Non OLA) (9/1/15) Modifying Section 424 – Hot Mix Asphalt (9/1/15)

Modifying Section 450 - Portland Cement Concrete Pavement (PCCP) (OLA) (7/6/15) Modifying Section 451 - Portland Cement Concrete Pavement (PCCP) (Non-OLA) (4/16/14)

Modifying Section 452 - Sealing and Resealing Concrete Pavement Joints (1/27/15) Modifying Section 455 - Diamond Grinding and Diamond Grooving of Portland

Cement Concrete Pavement (1/30/15)

Modifying Section 512 - Superstructure Concrete (212115)

Modifying Section 532 - Penetrating Water Repellent Treatment (3/4/15) Modifying Section 536 - Polymer Concrete Bridge Deck Overlay (1n/15) Modifying Section 547 - Safety and Environmental Requirements for Painting

Operations (7/6/15)

Modifying Section 606 - Metal and Concrete Wall Barrier (10/30/14) Modifying Section 607 - Fence (7/6/15)

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Modifying Section 610 - Cattle Guards (7/6/15)

Modifying Section 622 - Field Laboratories and Field Offices (7/6/15)

Modifying Section 631 - Rumble Strips (7/6/15)

Modifying Section 632 - Revegetation (3/3/14)

Modifying Section 705- General Requirements For Traffic Signal and Lighting Systems (4/4/14)

Modifying Section 802 - Post Construction Plans (1/30/09)

Modifying Section 901 - Quality Control/Quality Assurance (QC/QA) (1/29/15)

PROJECT SPECIFIC SPECIAL PROVISIONS

Special

Provisions

CNS100280

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Modifying Section 610 - Cattle Guards (7/6/15)

Modifying Section 622 - Field Laboratories and Field Offices (7/6/15)

Modifying Section 631 - Rumble Strips (7/6/15)

Modifying Section 632 - Revegetation (3/3/14)

Modifying Section 705- General Requirements For Traffic Signal and Lighting Systems (4/4/14)

Modifying Section 802 - Post Construction Plans (1/30/09)

Modifying Section 901 - Quality Control/Quality Assurance (QC/QA) (1/29/15)

PROJECT SPECIFIC SPECIAL PROVISIONS

