

City of Santa Fe, New Mexico



“REQUEST FOR BID”

Project Manual & Construction Agreement Santa Fe River Improvements, Camino Alire Grade Control Structure CIP #412A

BID # '16/26/B

**BID DUE: February 23, 2016 at 2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD - BUILDING “H”
SANTA FE, NEW MEXICO 87505**

I, Leroy N. Pacheco, Registered Professional Engineer No. 12333, 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.

Leroy N. Pacheco

PE 12333

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A. BIDDING DOCUMENTS

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**A.1. ADVERTISEMENT FOR BIDS
BID NO. '16/26/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 23, 2016. Any bid received after this deadline will not be considered.**

**Santa Fe River Improvements, Camino Alire Grade Control Structure
CIP #412A**

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, 2015
To be published on: January 25, 2016

Received by the Albuquerque Journal on: January 19, 2015
To be published on: January 25, 2016

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

Builders News & Plan Room

3435 Princeton Dr. NE

Albuquerque, NM 87107

<http://buildersplanroom.com.lobo.com/>

Email: buildersnews@live.com

Construction Reporter

1609 2nd Street, NW

Albuquerque, NM 87102-1446

Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans

<http://dodge.construction.com/plans/>

Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room

coloradoplanroom@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 pre-bid conference will be held for this project on February 15, 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 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-15-1488 A, and U.S. Department of Labor Wage Decision No. NM150048 dated January 2, 2015.

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

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

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**A.2. BID SCHEDULE
BID # '16/26/B**

- | | | |
|----|---|--|
| 1. | ADVERTISEMENT | January 25, 2016 |
| 2. | ISSUANCE OF BID'S | January 25, 2016 |
| 3. | PRE-BID CONFERENCE: | February 15, 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 23, 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 |

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 Improvements, Camino Alire Grade Control Structure Project, CIP #412A in accordance with the drawings prepared by Gannett Fleming West, Inc. and the specifications and other contract documents prepared by Souder, Miller & Associates, Santa Fe, New Mexico. Souder, Miller & Associates has reviewed and adopts the plans developed by Gannett Fleming West and certifies that the drawings are consistent with the specifications as stated.

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 Improvements, Camino Alire Grade Control Structure, CIP #412A 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 STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2014 Edition (NMDOT SSHBC) and the SANTA FE RIVER CORRIDOR MASTER PLAN, dated September 1995.
 - 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 23, 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: **'16/26/B**
 Title of the bid: **CIP NO: 412A – Santa Fe River Improvements, Camino Alire Grade Control Structure**

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**

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.

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 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. In

particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs.

8. **METHOD OF AWARD**

- The City reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter bids.
- The City reserves the right to award bid based upon the lowest base bid only or if alternates are to be awarded, the low bid for any combination of base bid and alternate(s). (Note that the listed order of alternates is not prioritized).
- If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation indicates to the City that the award will be in the best interests of the project and the City.
- Simultaneously with delivery of the executed counterparts of the Agreement to the City, contractor shall deliver to the City the required Contract Bonds.
- If a contract is to be awarded, the City will give the apparent successful bidder a Notice of Award within sixty (60) days after the day of the bid opening.
- If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the City for a lower bid if the lowest bid is within ten percent over budgeted project funds. No change in the original scope of the terms or terms and conditions will be allowed. Terms and conditions refer to the contract requirements, warranties, and bonds. Negotiation may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the Owner.

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.

13. **RESIDENT and LOCAL PREFERENCE**

INTENT and POLICY

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

APPLICATION-IN STATE AND OUT OF STATE BIDDERS

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

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

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

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

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

NON-APPLICATION-COMPETING IN-STATE BIDDERS

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

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

APPLICATION FOR LOCAL PREFERENCE

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

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

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

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

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

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

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

Local business.

Resident business.

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

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

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

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

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

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

New Mexico Resident Preference Number (if applicable) _____

A.4. SPECIAL CONDITIONS**1. GENERAL**

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

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

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

7. METHOD OF PAYMENT

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

8. **DEFAULT**

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

9. **NON-DISCRIMINATION**

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

10. **NON-COLLUSION**

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

A.5. INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined, that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address, or such. **DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

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

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

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

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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 Improvements, Camino Alire Grade Control Structure Project, CIP #412A, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

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

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

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

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

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

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

1. The undersigned proposes to guarantee all work performed under these Plans Specifications and Contract for two years after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.
2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ dollars \$_____ drawn to the order of the City of Santa Fe.

Signature-Title

(Corporate Seal)

Corporate Name

Address

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

Corporation organized under the laws of the State of

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

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

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

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: _____

Hereinafter called "Bidder".

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

Hereinafter called "CONTRACTING AGENCY",

Bid For: **Santa Fe River Improvements, Camino Alire Grade Control Structure, CIP No. 412A**

Bid No. '16/26/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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BID FORM				
Item No.	Item Description	Units	Approx. Quantity	
1	203301	REMOVE AND SALVAGE EXISTING RIPRAP STONE, INCLUDING STORAGE OF STONE AND DISPOSAL OF RIPRAP WIRE, COMPLETE.	CY	82
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
2	201100	CLEARING AND GRUBBING, INCLUDES REMOVAL OF ANY TREES AS DIRECTED BY PROJECT MANAGER, COMPLETE.	LS	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
3	203100	BORROW MATERIAL WHEN NOT OBTAINED WITHIN PROJECT LIMITS, INCLUDING HAUL. COMPLETE.	CY	115
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
4	667206A	LIMESTONE BOULDERS, MINIMUM VOLUME OF 54 CU FT EACH, NO DIMENSION SHALL BE LESS THAN 3'. INCLUDING HAUL. COMPLETE IN PLACE	CY	405
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
5	667206B	LIMESTONE BOULDERS, RECTANGULAR IN SHAPE, MINIMUM VOLUME OF 36 CU FT EACH, DIMENSION SHALL BE APPROXIMATELY 6' LONG x 2' HIGH x3' DEEP. INCLUDING HAUL. COMPLETE IN PLACE	CY	93
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
6	203000	UNCLASSIFIED EXCAVATION, INCLUDING PLACEMENT OF FILL MATERIAL AND COMPACTION. CIP	CY	165
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
7	516000	FLOWABLE FILL FOR GROUT OF RIPRAP AND WALLS, CIP.	CY	20

		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
8	602200	RIPRAP GABION BASKETS, CIP	CY	39
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
9	602040	GROUTED RIPRAP, CLASS E, FOR RUNDOWNS, CIP	CY	20
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
10	602010	CLASS 'B' LOOSE RIPRAP FOR FILL AREAS, RUNDOWNS AND SLOPE STABILIZATION, CIP	CY	17
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
11	604110	GEOTEXTILE FABRIC, CIP	SY	190
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
12	632100	HYDRO SEEDING	AC	0.25
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
13	621000	MOBILIZATION, COMPLETE (5%)	LS	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
14	62100A	DEMOBILIZATION, COMPLETE (2%)	LS	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
15	801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

16	603281	CLEAN WATER ACT COMPLIANCE, INCLUDING BUT NOT LIMITED TO PREPARATION OF SWPPP, IMPLEMENTATION OF BMPS, SWPPP MAINTENANCE, INSPECTIONS, COMPLETE	LS	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
17	901000	LAB TESTING	LS	1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
TOTAL 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 BID AMOUNT (including NM gross receipts tax)				
written in NUMBERS				<i>Dollars and Cents</i>
NOTE: The City reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest based bid for any combination of base bid and alternates(s).				

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 consists of the following **attached documents that are made a condition of this bid:**

- Bid Form- Name the Bidder, Local Preference # (as applicable) with a check for proper signatures.
- Local Preference (as applicable)
- Veterans Preference (as applicable)
- Properly executed Bid Submittal
- Properly executed Bid Form
- Acknowledgement of Addenda, if any.
- Properly executed Bid Bond Form
- Notices to Contractor
 - a. **Certification of EEO**
 - b. **Certification of Non-Segregated Facilities**
 - c. **Certification of Non-collusion**
 - d. **Non-Collusion Certification of Subcontractors**
- Subcontractor's Listing (as applicable)

If any of the above requirements have not been met, the bid shall be disqualified and considered non-responsive. Any disqualified bid will not be read.

ONE ORIGINAL AND ONE COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

Telephone No. _____

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

New Mexico State Residence Preference Certificate Number, if any:

A.8. BID BOND

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

_____ hereinafter called the PRINCIPAL, as Principal, and the

_____, of _____ a

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

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

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2016, (Bid No. '16/26/B) for the construction of the Santa Fe River Improvements, Camino Alire Grade Control Structure Project, CIP #412A, 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 _____, 2015.

NOTARY PUBLIC

My Commission Expires:

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A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

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

NOTARY PUBLIC

My Commission Expires:

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A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn deposes and says that:

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

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, 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 _____, 2015.

NOTARY PUBLIC

My Commission Expires:

A.13. SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.
 - B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
 - C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
 - D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- 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 # 412A
Santa Fe River Improvements, Camino Alire Grade Control Structure Project

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:	Santa Fe River Improvements, Camino Alire Grade Control Structure Project
PROJECT NO.:	CIP # <u>412A</u>
ENGINEER OF RECORD:	Souder, Miller & Associates 2904 Rodeo Park Dr E Santa Fe, NM 87505

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER	_____

Revised July 2009

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 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 # 412A – Santa Fe River Improvements, Camino Alire Grade Control Structure Project. (Bid Number '16/26/B).

The work designated as Santa Fe River Improvements, Camino Alire Grade Control Structure consists of, but is not limited to construction of a grade control structure below the existing structure, removal and replacement of a riprap gabion wall, slope grading and erosion protection, riprap rundowns and various arroyo grading, 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 60 weather working Days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4

CONTRACT SUM

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

The Contract Sum 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 60-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:

KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: _____
Signature

Print Name and Title of Signer

Date: _____

NM Taxation & Revenue CRS No.:

City of Santa Fe Business Reg. No.:

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B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

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

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

_____ DOLLARS,

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

B. WHEREAS, the Contractor has by written agreement dated _____, 2016, entered into a contract with the City of Santa Fe for the Santa Fe River Improvements, Camino Alire Grade Control Structure Project, CIP #412A, 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 Improvements, Camino Alire Grade Control Structure Project, CIP #412A, 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, then 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

Santa Fe River Improvements, Camino Alire Grade Control Structure Project, CIP #412A

CITY OF SANTA FE

The New Mexico State Department of Transportation Standard Specifications for Highway & Bridge Construction, 2014 Edition and the Santa Fe River Corridor Master Plan, dated September 1995 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-15-1488A](#). 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: constituentervices@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-15-1825 A
NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 04/13/16

Description and Location of Work: Camino Alire Grade Control Structure
Excavation, grading and shaping of arroyo bottom and side slopes. Delivery and placement of limestone boulders for the construction of a grade control structure. Placement of riprap stone for erosion protection. Grouting of riprap stone and boulders. Removal and reconstruction of a riprap gabion wall

City of Santa Fe County of Santa Fe Santa Fe River, East of Camino Alire

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-15-1825 A

General Contractor:

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

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

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

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

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

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

Camino Alire Grade Control Structure: Wage Decision #SF-15-1825 A

Excavation, grading and shaping of arroyo bottom and side slopes. Delivery and placement of limestone boulders for the construction of a grade control structure. Placement of riprap stone for erosion protection. Grouting of riprap stone and boulders. Removal and reconstruction of a riprap gabion wall.

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

Effective September 24, 2015

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.12	14.02
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

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

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

D. NOTICE TO CONTRACTORS

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NOTICE TO CONTRACTORS CIP NO. 412A

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 Working 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 Working 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 412A
December 30, 2016

D.2. 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.3. 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 Improvements, Camino Alire Grade Control Structure, CIP #412A

The “New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction,” 2014 Edition 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 State Department of Transportation Standard Specifications for Highway and Bridge Construction,” 2014 Edition 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 State 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 State 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 State Department of Transportation Standard Specification for the City of Santa Fe Projects.

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SPECIAL PROVISIONS

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

All provisions of the "New Mexico State 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>Santa Fe River Improvements, Camino Alire Grade Control Structure</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
Aggregate						X								
Backfill & Subgrade						X						X		
Borrow						X						X		
Concrete Admixtures				X										
Flowable Fill			X			X						X	X	
Gabion Basket Wire				X										
Geotextile Fabric				X										
Grout for Riprap and Grade Control Structure				X										
Limestone Boulders				X										
Riprap Stone				X		X								
Seeding				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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G. SUPPLEMENTAL SPECIFICATIONS

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CIP #412A, Santa Fe River Improvements, Camino Alire Grade Control Structure
January 11, 2016

NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR

**GROUTED BOULDER WALL
SECTION 667**

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

667.1 DESCRIPTION

This work shall consist of the construction of limestone boulder grade wall for erosion protection.

667.2 MATERIALS

667.21 Limestone Boulders.

Boulders shall be of the size and composition shown in the plans. All references to "masonry" herein shall refer to grouted boulder wall.

667.22 Mortar and Grout

Mortar shall be Type S in accordance with the proportion specification of ASTM C 270. Coloring shall not be added to the mortar. Grout shall be coarse grout and shall conform to ASTM C 476.

667.221 Cementitious Materials, Sand and Aggregates

Cement for mortar shall be ASTM C 150, Type I or II, including requirements for low alkali cement. Cement shall be of one brand. Cementitious and other packaged materials shall be delivered in unopened containers, plainly marked and labeled with manufacturers' names and brands. Cementitious material shall be stored in dry, weather tight enclosures or be completely covered. Cement shall be handled in a manner that will prevent the inclusion of foreign materials and damage by water or dampness. Sand and aggregates shall be stored in a manner to prevent contamination or segregation.

667.222 Water

Testing of potable water from municipal or other sources approved by the New Mexico Environment Department (NMED) will not be required. Water from other sources, which are not municipal or NMED approved must be approved by the OWNER before incorporating into the work. Water shall be sampled and tested in accordance with AASHTO T 26.

Water used in mixing and curing mortar, grout, or masonry or for washing aggregates shall be clear and free from injurious amounts of acid, oil, alkali, organic matter or other deleterious material. Water shall have a pH value of not less than 6.0 or more than 8.5, as determined by AASHTO T 26, prior to its use. The sulfate content and the chloride content each shall not exceed 1000 ppm.

Under no circumstances shall residual water, wash water, or recycled water obtained from any equipment, mixer trucks or central mixers be used as all or part of the water added to any concrete mixtures used on this project.

667.3 CONSTRUCTION REQUIREMENTS

667.31 Environmental Requirements

Masonry shall be erected and maintained for a minimum of four days after construction in a temperature range between 45 degrees F (7 degrees C) and 99 degrees F (37 degrees C). If temperatures fall above or below this range, hot or cold weather methods shall be employed.

667.311 Hot Weather Installation

The following precautions shall be taken if masonry is erected when the ambient air temperature is more than 99 degrees F (37 degrees C) in the shade and the relative humidity is less than 50 percent. All masonry materials shall be shaded from direct sunlight; mortar beds shall be spread no more than 4 feet (1.2 m) ahead of masonry; masonry units (boulders) shall be set within one minute of spreading mortar and; after erection, masonry shall be protected from direct exposure to wind and sun for 96 hours.

667.312 Cold Weather Installation

Before erecting masonry, when ambient temperature falls below 45 degrees F (7 degrees C), a written statement of proposed cold weather construction procedures shall be submitted for approval. No masonry work, including grouting, will be permitted until the Contractor's cold weather plan is approved.

667.32 Surface Preparation

Prior to placement of mortar, all stone surfaces to receive mortar shall be cleaned of excessive dirt, oil, organic matter, or other foreign materials. Boulder being placed, and surfaces to receive boulders, shall be free of water film and frost.

667.33 Placing Boulders

Individual boulders shall be placed in a running bond pattern, to the extent possible (i.e. joints shall be offset). Boulders shall be placed true to the lines shown on the plans, with courses being relatively level. Each boulder should be placed so as to interlock with the adjacent boulders, in a manner such that they would remain firmly in place by gravity, without the benefit of the mortar or other mechanical stabilization. Each unit shall be adjusted to its final position while mortar is still soft and plastic. Units that have been disturbed after the mortar has stiffened shall be removed, cleaned, and re-laid with fresh mortar at no additional cost to the City. Gaps larger than 4" may be filled with smaller pieces of stone, grouted in place.

667.331 Joints

Joints between adjacent boulders shall be grouted completely. Joints will vary in width, but shall not be less than 1/2" at the narrowest point. Joints shall be brushed to remove all loose and excess mortar. Mortar shall be smoothed to form a concave joint. Tooling shall be performed so that the mortar is compressed and the joint surface is sealed.

667.332 Mortar

Mortar shall be mixed in a mechanically operated mixer for at least 3 minutes, but not more than 5 minutes. Measurement of ingredients for mortar shall be by volume. Ingredients not in pre-measured containers, such as sand, shall be accurately measured. Water shall be mixed with the dry ingredients in sufficient amount to provide a workable mixture, which will adhere to the vertical surfaces of masonry units. Mortar that has stiffened because of loss of water through evaporation shall be retempered by adding water to restore proper consistency and workability. Mortar that has reached its initial set or that has not been used within 2-1/2 hours after mixing shall be discarded.

667.333 Pointing and Cleaning

After mortar joints have attained their initial set, but prior to hardening, mortar and grout daubs or splashing shall be completely removed from stone surfaces. Before completion of the work, defects in joints of masonry shall be raked out as necessary, filled with mortar, and tooled to match existing joints. Masonry surfaces shall not be cleaned, other than removing excess surface mortar, until mortar in joints have hardened. Wall surfaces shall be left clean, free of mortar daubs, dirt, stains and discoloration, including scum from cleaning operations, and with tight mortar joints throughout. Metal tools and metal brushes shall not be used for cleaning. Exposed concrete masonry units shall be dry-brushed at the end of each day's work and after any required pointing, using stiff-fiber bristled brushes.

667.34 Placing Flowable Fill

In areas where placement and compaction of native soil or granular backfill is impractical, flowable fill shall be substituted. Flowable fill shall be placed only after all joints have been completely sealed by mortar.

Maximum heights of flowable fill pour shall be 5 feet. If greater depth pours are desired, Contractor shall present grouting plan to Engineer for approval. Flowable fill shall be placed at a rate that will not cause displacement of the masonry due to hydrostatic pressure of the fill mixture.

667.4 TESTING

667.41 Mortar Testing

At least three specimens of mortar shall be taken each day. The specimens shall be prepared and tested for compressive strength in accordance with ASTM C 780. All samples tested are required to meet the minimum requirements for each test. Failure to meet these requirements will require the Contractor to replace or seek remedy for all areas affected by the test sample. Repair and replacement shall be at no cost to the City and shall be as directed and approved by the Project Manager.

667.5 METHOD OF MEASUREMENT

667.51 Grouted Boulder Wall

Measurement will be by the cubic yard.

667.6 BASIS OF PAYMENT

667.61 Grouted Boulder Wall

Grouted Boulder Wall will be paid for at the contract unit price per cubic yard of boulders and cubic yard of grout delivered and placed in the wall (including below grade).

Payment will be made under the following items:

Item No.	Item Description	Units
66700B	Limestone Boulders, Rectangular In Shape, Minimum Volume of 36 cu ft each. Dimensions Shall be Approximately 6' Long x 2' High x 3' Deep. Including Haul, Complete In Place.	CY
516000	Flowable Fill for Grout of Riprap and Walls	CY