

City of Santa Fe, New Mexico



“REQUEST FOR BID”

Project Manual & Construction Agreement Defouri Bridge Replacement with Guadalupe Bridge Rehabilitation Alternative

Project
CIP # 823

BID # '17/04/B

BID DUE: September 6, 2016 at 2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING “H”

SANTA FE, NEW MEXICO 87505

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

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A. BIDDING DOCUMENTS

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**A.1. ADVERTISEMENT FOR BIDS
BID NO. '17/04/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, September 6, 2016. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

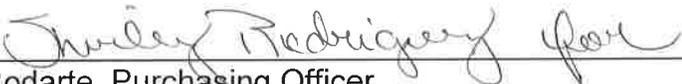
**Defouri Bridge Replacement with Guadalupe Bridge
Rehabilitation Alternative**

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: 08/09/16

To be published on: 08/12/16

Received by the Albuquerque Journal on: 08/09/16

To be published on: 08/12/16

The purpose of this Request for Bid (RFB) is to procure construction services for the replacement of the Defouri Street Bridge with a bid alternative for the inclusion of the Guadalupe Street bridge rehabilitation.

The project sites include:

Base Bid: Defouri Street Bridge over the Santa Fe River and Agua Fria Street from Defouri Street to Guadalupe Street.

Bid Alternate: Base Bid plus Rehabilitation of the Guadalupe Street Bridge over the Santa Fe River.

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

Builders News & Plan Room

3435 Princeton Dr. NE

Albuquerque, NM 87107

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

Email: buildersnews@live.com

Construction Reporter

1609 2nd Street, NW

Albuquerque, NM 87102-1446

Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans

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

Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room

coloradoplanroom@isqft.com

Reed Construction Data

Email: customercare@reedbusiness.com

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

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

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

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

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

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

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

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

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

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held for this project on August 22, 2016 at 10:00AM.

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the construction of the project, 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 # '17/ 04/B**

- | | | |
|----|---|---|
| 1. | ADVERTISEMENT | August 12, 2016 |
| 2. | ISSUANCE OF BID'S | August 12, 2016 |
| 3. | PRE-BID CONFERENCE: | August 22, 2016 at 10:00 am
500 Market Place |
| 4. | RECEIPT OF BID: | September 6, 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: | September 12, 2016 |
| 6. | RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: | September 19, 2016 |
| 7. | RECOMMENDATION OF AWARD
TO CITY COUNCIL: | September 28, 2016 |
| 8. | NOTICE TO PROCEED: | October 31, 2016 |

**DATES OF CONSIDERATION BY PUBLIC WORKS COMMITTEE, 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 the Defouri Bridge Replacement with Guadalupe Bridge Rehabilitation Alternative, CIP No. 823 in accordance with the drawings, specifications and other contract documents prepared by Santa Fe Engineering Consultants, Santa Fe, New Mexico.

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor and materials for the construction of the Defouri Bridge Replacement with Guadalupe Bridge Rehabilitation Alternative, CIP No. 823 as specified in the construction plans.
2. **SPECIFICATIONS AND CONTRACT DOCUMENTS**
 - a. **SPECIFICATIONS:** The construction of this project will be in accordance with the NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2014 Edition (NMDOT SSHBC).
 - b. **PLANS AND CONTRACT DOCUMENT DEPOSIT:** No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Upon application by a prospective bidder, one set of plan drawings, specifications, and contract documents will be provided upon the condition that all such documents will be returned to the City of Santa Fe Roadway & Trails Engineering Division complete and in good condition within ten (10) business days after the date of bid opening. An additional four (4) sets of bidding documents will be furnished to the successful bidder at no additional charge. Any additional sets requested will be issued to the successful bidder by the Engineer at the cost of reproduction.
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 M. local prevailing time, September 6, 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: '17/04/B
Title of the bid: **CIP NO: 823 – Defouri Bridge Replacement w/ Guadalupe Bridge Rehabilitation Alternative, CN L500219**
Name and address of the bidder:_____.

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

2. **PREPARATION OF BID**

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

3. **BID SECURITY**

None required.

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

Liquidated damages are not applicable to this bid.

5. **ADDENDA AND INTERPRETATIONS**

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

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

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

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

6. **POWER OF ATTORNEY**

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

7. **LAWS AND REGULATIONS**

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

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to one vendor who meets or exceeds all specifications and provides the lowest total bid amount

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

9. **PUBLIC INFORMATION**

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

10. **BRAND NAMES**

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

11. **TAX EXEMPT**

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

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT VETERANS PREFERENCE**

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.

CITY OF SANTA FE

**A.5. BID FORM
 BID # '17/04/B**

EXCEPTIONS TO SPECIFICATIONS

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

Bidder must check one of the following:

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

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

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

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

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

WARRANTIES

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

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

DELIVERY

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

Date of delivery after notice to proceed:

_____ Calendar days.

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

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

BIDDER’S:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

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

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED
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 East Alameda Pedestrian Improvements Project, CIP #460D, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

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

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

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

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

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

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

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

Signature-Title

(Corporate Seal)

Corporate Name

Address

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

Corporation organized under the laws of the State of

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

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

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

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: _____

Hereinafter called "Bidder".

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

Hereinafter called "CONTRACTING AGENCY",

Bid For: **Defouri Street Bridge Replacement with Guadalupe Bridge Rehabilitation Alternative CIP No. 823**

Bid No. '17/04/B

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

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

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

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

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BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
1	201000	CLEARING AND GRUBBING	L.S.	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>
2	203000	UNCLASSIFIED EXCAVATION	CU.YD.	66
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
3	203100	BORROW	CU.YD.	50
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
4	207000	SUBGRADE PREPARATION	SQ.YD.	537
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
5	210000	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES	CU.YD.	145
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
6	303160	BASE COURSE 6"	SQ.YD.	537
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
7	416000	MINOR PAVING	SQ.YD.	537
		<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	455000	DIAMOND GRINDING OF PCCP	SQ.YD.	436
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
9	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	LIN.FT.	306
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
10	502600	OBSTRUCTION REMOVAL	LIN.FT.	45
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
11	505001	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EACH	6
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
12	511300	SUBSTRUCTURE CONCRETE CLASS A	CU.YD.	30
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
13	512003	HIGH PERFORMANCE CONCRETE (HPD)	CU.YD.	105
		<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	512004	WIND BREAK	L.S.	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	512005	FOGGING SYSTEM	L.S.	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	516000	FLOWABLE FILL	CU.YD.	30
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
17	518118	PRECAST PRESTRESSED SLAB TYPE 18	LIN.FT.	484
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
18	530300	REPLACEMENT REINFORCING BARS GRADE 60	LBS.	100
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
19	532100	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING	SQ.FT.	310
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
20	535100	CONCRETE SURFACE TREATMENT	SQ.YD.	364
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
21	540060	REINFORCING BARS GRADE 60	LBS.	37600
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
22	540160	EPOXY COATED REINFORCING BARS GRADE 60	LBS.	20000
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
23	543030	METAL RAILING TYPE D	LIN.FT.	106
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
24	564000	PREFORMED CLOSED CELL FOAM BRIDGE JOINT SEALS	LIN.FT.	105
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>

		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
25	570024	24" CULVERT PIPE	LIN.FT.	12
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
26	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	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>
27	601110	REMOVAL OF SURFACING	SQ.YD.	1045
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
28	602000	RIPRAP CLASS A	CU.YD.	143
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
29	603200	SILT FENCE	LIN.FT.	425
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
30	603250	DROP INLET PROTECTION TYPE I	EA	2
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
31	607079	PEDESTRIAN RAILING	LIN.FT.	205
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
32	608004	CONCRETE SIDEWALK 4"	SQ.YD.	730
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
33	609200	HEADER CURB	LIN.FT.	145
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
34	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LIN.FT.	1080
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
35	617000	VIBRATION MONITORING	L.S.	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>
36	617003	VIDEO TAPING	L.S.	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>
37	617004	VIBRATION RISK SURVEY	L.S.	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>
38	618000	TRAFFIC CONTROL MANAGEMENT	L.S.	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>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
39	621000	MOBILIZATION	L.S.	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>
40	623312	CURB DROP INLET TYPE II-B, 0'-4'	EA	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>
41	632020	CLASS C SEEDING	ACRE	0.1
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
42	662000	MANHOLE TYPE C, 4' DIAMETER 0' TO 6'	EA	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>
43	663049	PRECONSTRUCTION UTILITY SURVEY	L.S.	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>
44	701000	PANEL SIGNS	SQ.FT.	40
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
45	701030	REMOVE AND RESET PANAL SIGN	EA	9
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
46	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN.FT.	39
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
47	702810	TRAFFIC CONTROL DEVICES DURING CONSTRUCTION	L.S.	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>
48	704000	RETROREFLECTORIZED PAINTED MARKINGS	LIN.FT.	4142
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
49	704481	RETROREFLECTORIZED PLACTIC SHARROW SYMBOL (BIKEWAY)	EA	4
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
50	704767	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING RIGHT ARROW	EA	2
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

BASE BID				
	Item No.	Item Description	Units	Approx. Quantity
51	704768	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING LEFT ARROW	EA	3
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
52	704769	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING THRU ARROW	EA	2
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
53	704770	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING WORD (ONLY)	EA	3
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
54	721000	REMOVAL OF PAVEMENT STRIP	LIN.FT.	1700
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
55	721101	REMOVAL OF PAVEMENT MARKING	EA	12
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
56	801000	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	2
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

TOTAL BASE BID AMOUNT (excluding NM gross receipts tax)	
written in NUMBERS	<i>Dollars and Cents</i>
NEW MEXICO GROSS RECEIPTS TAX @ 8.3125%	
written in NUMBERS	<i>Dollars and Cents</i>
TOTAL BASE BID AMOUNT (including NM gross receipts tax)	
written in NUMBERS	<i>Dollars and Cents</i>
NOTE: <i>The City reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest based bid for any combination of base bid and alternates(s).</i>	

ADDITIVE ALTERNATE				
	Item No.	Item Description	Units	Approx. Quantity
1	416000	MINOR PAVING	SY	537
		<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	511500	SPECIAL SURFACE FINISH	SF	6040
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
3	512003	HIGH PERFORMANCE CONCRETE (HPD)	CY	15
		<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	532000	PENETRATING WATER REPELLENT TREATMENT	SY	180
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

ADDITIVE ALTERNATE				
	Item No.	Item Description	Units	Approx. Quantity
5	532100	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING	SF	1790
		<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	533000	REPAIR OF CONCRETE STRUCTURES	SY	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>
7	533001	EMBEDDED GALVANIC ANODES	EA	280
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
8	535100	CONCRETE SURFACE TREATMENT	SY	340
		<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	537000	POLYESTER CONCRETE BRIDGE DECK OVERLAY	CY	30
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
10	540160	EPOXY COATED REINFORCING BARS GRADE 60	LBS	1213
		<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>

ADDITIVE ALTERNATE				
	Item No.	Item Description	Units	Approx. Quantity
11	546000	RECOATING STRUCTURES	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>
12	546200	SP3 POWER TOOL CLEANING AND PRIMING	SF	200
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
13	546210	SP11 POWER TOOL CLEANING AND PRIMING	SF	100
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
14	564000	PREFORMED CLOSED CELL FOAM BRIDGE JOINT SEALS	LF	170
		<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	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	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	601110	REMOVAL OF SURFACING	SY	505
		<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>

ADDITIVE ALTERNATE				
	Item No.	Item Description	Units	Approx. Quantity
17	608004	CONCRETE SIDEWALK 4"	SY	50
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
18	609418	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X18"	LF	85
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
19	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LF	68
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
20	618000	TRAFFIC CONTROL MANAGEMENT	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>
21	621000	MOBILIZATION	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>
22	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	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>

ADDITIVE ALTERNATE				
	Item No.	Item Description	Units	Approx. Quantity
23	704000	RETROREFLECTORIZED PAINTED MARKINGS	LF	640
		<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
24	704765	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING COMBINATION (THRU AND RIGHT) ARROW	EA	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>
25	704768	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING LEFT ARROW	EA	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>
26	704769	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING THRU ARROW	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>
27	801000	CONSTRUCTOIN STAKING BY THE 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>
TOTAL ADDITIVE ALTERNATE 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 ADDITIVE ALTERNATE AMOUNT *(including NM gross receipts tax)*

written in NUMBERS

Dollars and Cents

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

ONE ORIGINAL AND ONE COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

Telephone No. _____

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

New Mexico State Residence Preference Certificate Number, if any:

A.8. BID BOND

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

_____ hereinafter called the PRINCIPAL, as Principal, and the

_____, of _____ a

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

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

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2016, (Bid No. '16/ /B) for the construction of the East Alameda Pedestrian Improvements Project, CIP #460D, City of Santa Fe.

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

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

BIDDER

By: _____
PRINCIPAL

(SEAL)

WITNESS

By: _____
SURETY

WITNESS

Title: _____

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A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPURTUNITY

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

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

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

NAME AND TITLE OF SIGNER (please type or print)

SIGNATURE

DATE

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A.10. CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

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A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

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A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 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 # 823
Defouri Street Bridge Replacement with Guadalupe Bride Rehab Bid Altarnative

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

For the following:

PROJECT: East Alameda Pedestrian Improvements Project

PROJECT NO.: CIP # 823

ENGINEER OF RECORD: Louis Berger Group, Inc.
2019 Galisteo St.
Santa Fe, NM 87505

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ENGINEER _____

Revised July 2009

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 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, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project # 823 – Defouri-Guadalupe St Bridge Project. (Bid Number '17/04/B).

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

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

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

ARTICLE 3

TIME OF COMMENCEMENT AND PROJECT COMPLETION

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

ARTICLE 4

CONTRACT SUM

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

MDM *8/5/16*

KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

~~323457~~⁷⁶⁸72970
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 East Alameda Pedestrian Improvements Project, CIP #460D, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

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

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

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

SIGNED AND SEALED ON _____, 2015.

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 East Alameda Pedestrian Improvements Project, CIP #460D, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.
 - c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be

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

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

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

SIGNED AND SEALED ON _____, 2015.

In presence of:

Notary Public

My Commission Expires:

Name of Company

By: _____

Title: _____

Surety

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

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

C. STANDARD SPECIFICATIONS

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C.1. STANDARD SPECIFICATIONS

FOR

Defouri Bridge Replacement with Guadalupe Bridge Rehabilitation Alternative, CIP #823

CITY OF SANTA FE

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

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

C.2. SPECIAL PROVISIONS FOR MINIMUM WAGE

This project is subject to the Minimum Wage Rates as determined by the New Mexico Department of Workforce Solutions, Public Works Bureau pursuant to Chapter 13, Section 13-14-11, NMSA 1978, and the U.S. Department of Labor Decision No. NM150048. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project shall be in accordance with those wages as listed in the New Mexico Department of Workforce Solutions, Public Works Bureau Minimum Wage Rate Decision Number SF-16-1369A. 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, David D. Quintana, Project Manager, no later than five (5) working days after the close of each payroll period.

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

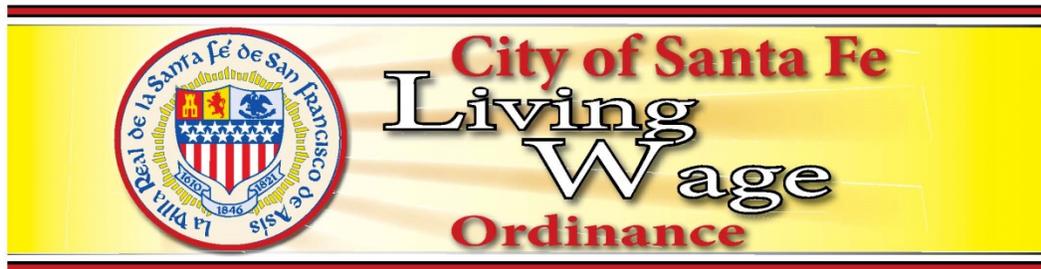
The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. All Contractors and subcontractors must have copies of certified payrolls available to the New Mexico Department of Workforce Solutions, Public Works Bureau within ten (10) days of a written request,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



PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$10.91
PER HOUR

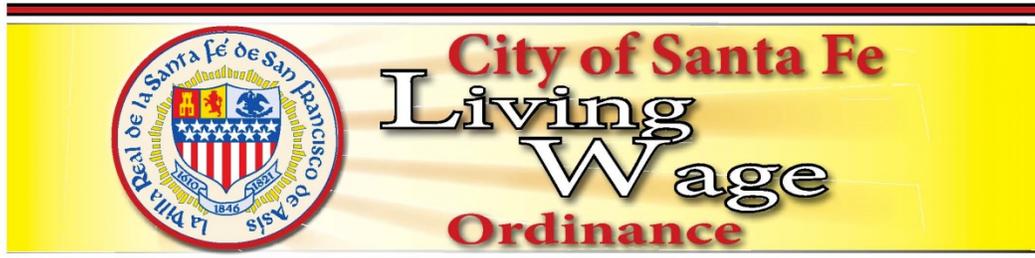
Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)



EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2016
 PARA TODOS LOS TRABAJADORES QUE LABOREN
 DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
 EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
 PAGADO ES DE

\$10.91
POR HORA

Salario Mínimo para la ciudad de Santa Fe

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

¿Quién está obligado a pagar el salario?

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

Más información, incluyendo la ordenanza del salario, está disponible en
<http://www.santafenm.gov>
 (haga clic en Hot Topics/Living Wage)

C.5. STATE WAGE DECISION



STATE OF NEW MEXICO
 NEW MEXICO DEPARTMENT OF
 WORKFORCE SOLUTIONS
 Labor Relations Division
 121 Tijeras Ave NE, Suite 3000
 Albuquerque, NM 87102
www.dws.state.nm.us

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 defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, 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.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

- Make certain the Public Works Apprenticeship and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprenticeship and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING
Effective January 1, 2016

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	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16

Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

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

C.6. FEDERAL WAGE NO. NM160048

General Decision Number: NM160048 01/08/2016 NM48

Superseded General Decision Number: NM20150048

State: New Mexico

Construction Type: Highway

County: Santa Fe County in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* ELEC0611-003 07/01/2014

	Rates	Fringes
ELECTRICIAN (Boom Operator).....	\$ 29.79	12.74

SUNM2011-002 08/25/2011

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 13.88	0.44
CEMENT MASON/CONCRETE FINISHER...	\$ 14.60	0.26
ELECTRICIAN (Includes Traffic Signalization and Installation).....	\$ 25.06	8.56

HIGHWAY/PARKING LOT STRIPING:
Includes Highway Line/Parking
Lot Line Striping and Line

Striping Truck Driver.....	\$ 14.75	0.35
IRONWORKER, REINFORCING.....	\$ 22.44	5.85
LABORER		
Common or General.....	\$ 11.21	0.35
Flagger/Cone Setter.....	\$ 13.55	0.35
Mason Tender-		
Cement/Concrete.....	\$ 10.25	0.35
Pipelayer.....	\$ 17.13	5.04
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..	\$ 17.20	0.26
Bobcat/Skid Loader.....	\$ 12.00	0.26
Broom/Sweeper.....	\$ 16.67	1.57
Grader/Blade.....	\$ 17.64	1.51
Loader (Front End).....	\$ 16.43	0.26
Mechanic.....	\$ 23.24	1.51
Oiler.....	\$ 22.08	8.72
Piledriver.....	\$ 15.73	0.26
Roller (Asphalt and Dirt)...	\$ 16.27	1.51
Trencher.....	\$ 15.22	0.26
TRUCK DRIVER		
Dump Truck.....	\$ 15.04	0.26
Flatbed Truck.....	\$ 13.51	0.26
Pickup Truck.....	\$ 12.95	0.26
Water Truck.....	\$ 12.96	0.26

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



D. NOTICE TO CONTRACTORS

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NOTICE TO CONTRACTORS
CIP No. 823
April 2016

BID ALTERNATIVE

D.1 BID ALTERNATIVE

This Notice includes administrative and procedural requirements for the bid alternative.

DEFINITION OF TERMS:

- A. Bid Alternative: An amount proposed by bidders and stated on the Bid Form for certain work described in the Contract Documents that may be added to the Base Bid amount if Owner decides to incorporate the Bid Alternative into the work for this project.
 - 1. The cost for the alternative is the net addition to the Base Bid costs to incorporate the Bid Alternative into the Work. No other adjustments are made to the Contract Amount.
 - 2. The City at its sole discretion will award in the Contract, the Base Bid with or without Bid Alternative #1.

PROCEDURES:

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of the alternative, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternative.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of the alternative. Indicate if the alternative has been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to the alternative.
- C. Execute accepted alternative under the same conditions as other work of the Contract.
- D. A description of the Base Bid and Bid Alternative is included at the end of this Section.
- E. There will be no lag time between the Base Bid and Bid Alternate #1.

DESCRIPTION:

BASE BID:

The Base Bid represents the work necessary to reconstruct the Defouri St. Bridge, the improvements to Defouri St, Alto St., and West Alameda as shown in the construction plans. See the Contract Documents for additional information.

BID ALTERNATIVE #1:

Bid Alternate No. 1 represents the work necessary to rehabilitate the Guadalupe St. Bridge, and the improvements to Guadalupe St. as shown in the construction plans. See the Contract Documents for additional information.

SEQUENCING / PHASING REQUIREMENTS

There are separate sequencing and phasing requirements for the Base Bid and Bid Alternate #1. There will be no lag time between the Base Bid and Bid Alternate #1.

**CIP No. 823
May 2015**

NOTICE TO CONTRACTORS CONTRACT TIME

D.2 CONTRACT TIME

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

CONTRACT COMPLETION TIME

The Contract Completion Time for this contract is **180 Calendar Days**. The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon Physical Completion of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time." The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

BRIDGE/ROADWAY PRISM COMPLETION TIME

In addition, all work associated with construction of the new Defouri St. bridge and roadway prism (including demolition of the existing bridge), shall be built to be safely and effectively used by the public within **130 Calendar Days**. The 130 Calendar Day time count will commence from the day the Defouri Street bridge/roadway is completely closed to vehicular traffic and conclude the day the bridge and roadway is sufficiently complete to once again allow two-way vehicular traffic to pass safely and effectively with minimal delay or disruption as approved by the Project Manager.

Moreover, the work on the Guadalupe St. bridge and the work along West Alameda (including completion of curb, gutter and sidewalk) shall not begin until after the Defouri St. Bridge is reopened to thru traffic and shall be completed within **160 Calendar Days** from the Notice to Proceed date, in accordance with the definition of "Substantial Completion" in Section 101 of the Standard Specifications. For purposes of the contract, the time all such work on the Bridge/Roadway Prism must be complete shall be known as the "Bridge/Roadway Prism Completion Time." The Contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of the time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

PROGRESS SCHEDULE

The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Project Manager prior to initiating any work. Contract Completion Time shall be shown on the Contractor's progress schedule.

CUMULATIVE IMPOSITION OF LIQUIDATED DAMAGES

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

CONTRACT TIME SCHEDULING DUE TO RIVER RUN-OFF

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

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

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

NOTICE TO CONTRACTORS
CIP No. 823
May 2016

RAMP UP TIME

D.3 RAMP UP TIME

Ramp up time for this Project is **60 Calendar Days**.

Contract Work shall begin no later than the latest start date in the Notice to Proceed plus the ramp up time.

At the end of ramp up time, Contract Time shall automatically commence.

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

The Contractor shall not impact traffic within the Project's limits during ramp-up time.

The Contractor shall use this ramp up time to fulfill all required submittals and obtain necessary approvals relating to develop shop drawings and fabricating items that require long lead times.

Progress payments will be issued for the specified Work in accordance with the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 109.8 – "Progress and Payments".

END OF NOTICE

NOTICE TO CONTRACTORS
CIP No. 823
September 2015

METAL RAILING

D.4 METAL RAILING

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

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

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

NOTICE TO CONTRACTORS
CIP No. 823
May 2015

COORDINATION OF UTILITY RELOCATIONS

D.5 COORDINATION OF UTILITY RELOCATIONS

WORK DESCRIPTION

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

CONSTRUCTION REQUIREMENTS

The following utility facilities exist within the public right-of-way. The Contractor shall make the necessary arrangements with the utility owner(s), and shall submit a schedule of work to be accomplished. This shall be officially acknowledged and verified by a representative of the utility owner, and a copy provided to the Project Manager. The schedule of work shall provide not less than the number of calendar days listed below for the utility owner to complete their work if required. The utility owner will provide construction staking and layout for the utility relocations and/or installations if required. After the staking and layout have been completed, and specific work areas are made available to the utility, the utility facility will be relocated within the listed calendar days.

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

UTILITY OWNERS & RELOCATION / INSTALLATION SCHEDULES

Utility Owner	Contact & Ph. No.	Location	Schedule
Public Service Co. of New Mexico –	Tom Dominguez (505) 473-3209	Overhead Diagonal to existing bridge	Removed prior to demolition and installed during construction.
Comcast	David Aikin (505) 780-1348	Overhead Diagonal to existing bridge	Permanently removed prior to construction.

New Mexico Gas Company	Frank Aragon (505) 473-7202	Defouri St Sta: 9+88.50 Right	Protect in place or relocate as needed to construct the drainage structure.
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OTHER REQUIREMENTS

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

END OF NOTICE

D.6 NON-MANDATORY PRE-BID CONFERENCE

NOTICE TO CONTRACTORS

CIP No. 823

May 2015

A Pre-Bid Conference (NON-MANDATORY) for CN L500219 will be held on August 5th, 2016 in the Roundhouse conference room at the Market Station Offices of the City of Santa Fe at 500 Market Street Suite 200. The purpose of this Non-Mandatory Pre-Bid is to discuss: (a.) General Overview of the Project, (b) City of Santa Fe Utility Specifications (c.) Other Issues related to the project. For additional information regarding the Pre-Bid Conference, contact David D. Quintana at (505)955-6672.

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

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

Defouri Street Bridge Replacement with Guadalupe Rehabilitation Alternative, CIP No. 823

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

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

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

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

REFERENCE:

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

Department

Engineer

Project Manager

State

REPLACE WITH:

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

The City or its Consultant as applicable

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

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

City or Owner

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

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

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

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 – ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS

SECTION 101.4 – TERMS AND DEFINITIONS.

Add the following definitions:

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

CITY - The City of Santa Fe, New Mexico.

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

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

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

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

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

UNIT BID PRICE - The Price established 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.

- 106.5 FOREIGN MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.
- 106.6 STORAGE OF MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.
- 106.8 DEPARTMENT-PROVIDES MATERIAL. Delete this title and replace with "NON-CONTRACTOR FURNISHED MATERIAL". Replace the words "the Department" with "others".
- 106.9 MATERIALS DESIGNATED BY TRADE NAME - Replace the word "Department" with "Owner" throughout the subsection.
- 106.10 EQUIPMENT GUARANTEES AND WARRANTIES. Replace the word "Department" with "Owner" throughout. In the second sentence replace the wording "one year" with "two years", and add to this subsection the following:
- "General Guaranty"
- Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two years from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.**
- 106.12 PREFERENCE FOR DOMESTIC MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.

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

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

- 107.12 ENVIRONMENTAL, HAZARDOUS MATERIALS AND CULTURAL RESOURCE DISCOVERIES. Replace the word "Department" with "Owner" throughout the subsection.
- 107.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES. Replace the word "Department" with "Owner".
- 107.14 CONTRACTOR IS RESPONSIBLE FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION. Replace the word "Department" with "Owner".
- 107.18 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY. Replace the word "Department" with "Owner".
- 107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND. Replace the word "Department" with "Owner".
- 107.20 CONTRACTOR'S RESPONSIBILITY. Replace the word "Department" with "Owner" throughout the subsection.
- 107.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. In the fourth paragraph, replace the word "State" with "City".
- 107.22 FURNISHING RIGHT OF WAY. Replace the word "Department" with "Owner".
- 107.23 PERSONAL LIABILITY OF PUBLIC OFFICIALS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.24 NO THIRD-PARTY LIABILITY. Replace the word "Department" with "Owner" throughout the subsection.
- 107.25 INSURANCE REQUIREMENTS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.26 NO WAIVER OF LEGAL RIGHTS. Replace the word "Department" with "City" throughout the subsection.
- 107.27 CONTRACTORS RESPONSIBILITY FOR THE TRAVELING PUBLIC. In the subsection second paragraph, replace the word "Department" with "City".

SECTION 108 - PROSECUTION AND PROGRESS.

- 108.1 SUBCONTRACTING. Replace the word "Department" with "Owner" throughout the subsection.
- 108.2 NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE. Replace the word "Department" with "Owner" throughout the subsection.
- 108.3 SCHEDULE. Replace the word "Department" with "Owner" throughout the subsection.
- 108.4 UNSATISFACTORY PROGRESS OF WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the word "Department" with "Owner" throughout the subsection.
- 108.7 FAILURE TO COMPLETE ON TIME. Replace the word "Department" with "Owner" throughout

the subsection.

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

SECTION 109 - MEASUREMENT AND PAYMENT.

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

End of Division 100 – General Provisions

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F. SPECIAL PROVISIONS

F.1. SECTION 201: CLEARING AND GRUBBING.

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

Add the following to **201.3 CONSTRUCTION REQUIREMENTS**

201.3.1 GENERAL

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

201.5.1 Work Included in Payment

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

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February 13, 2014

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

F.2. SECTION 210 EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES

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

Replace the following sub-section with:

210.2.1 Select Backfill

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

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

Replace the following sub-section with:

210.2.2 Approach Slab

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

Delete the following sub-section:

210.3.3 Contractor Certification of Backfill

Replace the following sub-section with:

210.4 METHOD OF MEASUREMENT

The Department will measure Excavation and Backfill for Major Structures as excavation in its original position from the ground surface after excavation of any overburden material to final Plan grade, to the bottom of the Structure or Structure footings, in accordance with the limits shown in the Standard Drawings.

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

Replace the following sub-section with:

210.5.1 Work Included in Payment

Excavation and Backfill for Major Structures includes the following:

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

F.3. SECTION 455: DIAMOND GRINDING AND DIAMOND GROOVING OF PORTLAND CEMENT CONCRTE PAVEMENT (PCCP)

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

Replace the following sub-section with:

455.3.4 Final Surface Finish

Produce a pavement surface in accordance with Section 450.3.5.3, "Surfacing Smoothness Requirements."

Ensure the texture has parallel longitudinal corrugations that present a narrow ridge corduroy-type appearance. Make the peaks and grooves approximately 0.08 inch apart in elevation. Make the grooves from 0.08 inch to 0.16 inch wide, and the peaks from 0.08 inch to 0.12 inch wide. Determine the appropriate number of grooves per yard to produce the specified surface requirements.

F.4. SECTION 511: CONCRETE STRUCTURES

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

Replace the following Subsection **511.3.9.5 Class 4, Special Surface Finish** in its entirety:

When specified in the Contract documents, the Contractor shall apply a Class 4, Special Surface Finish. The Class 4, Special Surface Finish shall be applied in accordance with Specification Section 548 - Concrete Coatings.

The Contractor shall apply the Class 4 finish over the Class 2 finish, unless directed otherwise by the Project Manager.

The Contractor shall apply the Class 4 finish consistent with the location requirements of 511.3.9.3 Class 2, Rubbed Surface Finish. If repairing existing Structures, apply a Class 4 finish to the entire surface of the repaired components.

Replace the following Subsection **511.5 BASIS OF PAYMENT** in its entirety:

511.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Structural Concrete, Class ____	Cubic Yard
Structural Concrete, Class ____, ____ inch	Square Yard
Substructure Concrete, Class ____	Cubic Yard
Waterproofing	Square Foot
Wind Break	Lump Sum
Fogging System	Lump Sum

F.5. SECTION 512: SUPERSTRUCTURE CONCRETE

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

B.

C. 512.3 CONSTRUCTION REQUIREMENTS

D.

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

F.

G. Comply with Section 511.3.4.5 Rate of Evaporation Limitations.

H.

I. 512.3.10 Final Operations

J.

K. Delete Subsection 512.3.10.1 Curing and substitute with the following:

L.

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

F.6. SECTION 532: PENETRATING WATER REPELLENT TREATMENT

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

532.4 METHOD OF MEASUREMENT

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

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

532.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Penetrating Water Repellent Treatment	Square Yard

Include the following Subsection:

532.51 Work Included in Payment

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

F.7. SECTION 533-B: EMBEDDED GALVANIC ANODES

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

1. DESCRIPTION.

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

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

2. MATERIALS.

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

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

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

3. CONSTRUCTION REQUIREMENTS.

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

3.2 Galvanic Anode Installation

- Install anodes and repair material immediately following preparation and cleaning of steel reinforcement. Pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition, and then complete the repair. Do not soak the anode units for greater than 20 minutes.

- Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
 - Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tie wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.
 - Electrical continuity
- Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter.
 - Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV.
 - Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire.
 - Electrical continuity between test area is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the potential is less than 1 mV.
 - The Contractor shall furnish the NMDOT with a multi-meter to independently check the electrical connection. The multi-meter is to become the property of the NMDOT.

4. METHOD OF MEASUREMENT.

4.1 The Embedded Galvanic Anodes will be measured by each

5. BASIS OF PAYMENT

Payments will be made under:

PAY ITEM	PAY UNIT
Embedded Galvanic Anodes	Each

5.1 Work Included in Payment

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

- A. Multi-meter

F.8. SECTION 546: RECOATING STRUCTURES

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

Replace **Section 546 – Recoating Structures** in its entirety with the following:

SECTION 546: RECOATING STRUCTURES

546.1 DESCRIPTION

This Work consists of surface preparation and recoating existing Structural Steel. Touch-up paint of surfaces coated per Sections 544, 545 and 546 is included.

The Contractor shall adhere to Section 547: Safety and Environmental Requirements for Painting Operations.

546.2 MATERIALS

Projects that require SSPC – SP 6 shall engage 546.2.2 Coating System 1, unless otherwise specified in the contract documents.

Projects that require SSPC – SP 3, SSPC – SP 11, and/or SSPC 16 shall engage 546.2.1 Coating System 2, unless otherwise specified in the contract documents.

Reference 545.2:1 for additional information regarding coating systems that are allowable for specific elements.

If the Contract does not specify a color, the Contractor shall use the color Federal Standard 16307, RAL 7004, Pantone 423, or approved equal. If another color is specified in the Contract, the Contractor shall select an approved system that is available in the specified color.

All products shall be on the Approved Products List.

546.2.1 Coating System No. 1 – Polyurethane Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 below. Testing shall be in accordance with AASHTO R-31. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight. Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyamidoamine, including phenkamine coating with minimum solids by volume of 65%. Epoxy Intermediate Coat or Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Polyurethane Topcoat shall be a two-component aliphatic polyurethane coating with minimum solids by volume of 65%.

Table 546.2.1:1
Acceptable Product Requirements

TEST	REF. NO.	PRODUCT(S)	ACCEPTANCE CRITERIA	COMMENTS
Salt Fog Resistance	ASTM B 117	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @5000 Hrs. (C) Blister – Conversion #7 @ 4000 Hrs.	
Cyclic Weathering Resistance	ASTM D 5894	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @5040 Hrs. (C) Blister – Conversion #8 @ 4032 Hrs.	
Adhesion Pull-Off Strength	ASTM D 4541	OZ Alone	4.1 MPa (600 psi)	
		P/I/T (OZ)	4.1 MPa (600 psi)	
Freeze-Thaw Stability Pull-Off Strength	ASTM D 4541	P/I/T (OZ)	2.4 MPa (350 psi)	Requires same average as adhesion pull-off strength results, with no tests measuring less than 60% of those results
			4.1 MPa (600 psi)	
			2.4 MPa (350 psi)	
			4.1 MPa (600 psi)	
Field History	NA	P/I/T (OZ)	Five (5) Bridges with Minimum two (2) year successful field history	

P = Primer; I = Intermediate coat; T = Topcoat; OZ = Epoxy Organic Zinc Rich Primer

546.2.2 Coating System No. 2 – Acrylic Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 above and 546.2.2:1 below as applicable. All products used in a system shall be from the same

manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight (Table 546.2.1:1). Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyamidoamine, including phenikamine coating with minimum solids by volume of 65% (Table 546.2.1:1). Epoxy Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Acrylic Topcoat shall be a high performance DTM acrylic coating with minimum solids by volume of 38% (Table 546.2.2:1).

**Table 546.2.2:1
Acceptable Product Requirements**

TEST	REF. NO.	PRODUCT(S)	ACCEPTANCE CRITERIA	COMMENTS
Adhesion Pull-Off Strength	ASTM D 4541	HPA	> 500 lbs.	One coat applied over blasted steel
Flexibility	ASTM D 522	HPA	Pass: No cracking / flaking	1/8 " conical mandrel One coat applied over blasted steel
Hardness (Pencil)	ASTM D 3363	HPA	Final Cure: "F"	One coat applied over blasted steel
Impact	ASTM D 2794	HPA	> 140 in. lbs.	One coat applied over blasted steel

HPA = High Performance Acrylic

The Contractor may substitute Polyurethane topcoat for Acrylic topcoat at their discretion pending full system submittal and approval.

546.2.3 Submittals

In addition to the submittals require per Section 106 Control of Materials, the Contractor shall provide the following submittals to the Project Manager at least 30 Days before coating operations:

1. Product data and SDS for each product in the system

2. Surface preparation requirements
3. Application instructions
 - a. Mixing and thinning directions
 - b. Recommended spray nozzles and pressures
 - c. Minimum / maximum drying times, including re-coat times for shop or field coatings
 - d. Temperature requirements
4. Letter from the manufacturer detailing the coating system components and the compatibility of those components to adjacent materials including but not limited to:
 - a. every product in the system (primer, intermediate, topcoat, etc)
 - b. any preapplied or preexisting products (such as existing coatings)
 - c. any post applied products (such as anti-graffiti coating)
 - d. any modifications to the surface preparation or application instructions related to the total system performance.
5. If the color varies from the specified color, the Contractor shall submit color samples on boards at least eight (8) inches by ten (10) inches for review and approval.
6. Documentation related to Contractor Qualifications per 546.2.3.1

Prior to coating application, the Contractor shall submit a notarized manufacturer's Certificates of Compliance stating that the Materials are the same as those described in the manufacturer's product data sheets.

546.2.3.1 Contractor Qualifications

When the contract requires painting more than 500 square feet of steel surface, the Contractor shall demonstrate qualification by one of the following two methods:

Method 1

Obtain SSPC QP 1 certification for field painting or either SSPC-QP 3 certification or the AISC Sophisticated Paint Endorsement (SPE) for shop painting. The Contractor shall perform and document QA/QC inspections daily. QA/QC inspection documents shall be electronically submitted to the Project Manager on a weekly basis.

Method 2

Provide a coating plan and provide for NACE certified inspection (Level 2 minimum). The inspection services shall include but not be limited to:

1. Surface preparation and cleanliness inspection verifying profile and appropriate surface preparation.
2. Confirm products match approved submittals and certification letters. Document batch numbers of all coatings.
3. Inspection of primer coat to include dry film thickness readings. Review contractors QA/QC reports for environmental conditions and document.
4. Observe application of stripe coat on the intermediate coat and document environmental readings during the start-up of application. Review contractors QA/QC reports.

5. Inspect intermediate coat to include dry film thickness readings. Review Contractor's QA/QC reports.
6. Observe start-up of finish coat application and document environmental conditions.
7. Final inspection to include visual inspection for runs, sags, and foreign material in coating. Also perform final dry film thickness inspection.
8. Inspect members after transportation, prior to subsequent coating and / or final acceptance.
9. Electronically submit interim reports after each inspection to the Project Manager within 3 working days.
10. Electronically submit comprehensive final report including photos to the Project Manager within 14 Days of completion of inspection. Final report shall include QA/QC daily inspections performed by the Contractor.

Any deficiencies shall be corrected and re-inspected by the NACE inspector prior to proceeding.

Provisions for demonstration of qualifications are incidental to the performance of the coating, no additional payment shall be made. NMDOT shall be granted open access to the coating operation to perform inspections and to review documentation of Contractor inspections. The Project Manager shall have the option to waive the Contractor Qualification requirement.

546.3 CONSTRUCTION REQUIREMENTS

The Contractor shall apply coatings in conformance with SSPC – PA 1 “Shop, Field and Maintenance Painting of Steel” and with SSPC – PA Guide 13 “Guide Specification for Application of Coating Systems with Zinc-Rich Primers to Steel Bridges” (aka AASHTO/NSBA Steel Bridge Collaboration S 8.1), SSPC-TU 3 “Technical Update No. 3 Overcoating”, and the manufacturer’s application instructions.

546.3.1 Surface Preparation of Existing Bridges and Structures

The Contractor shall perform surface preparation in accordance with the most stringent of the following:

1. At locations where loosely adherent coatings or corrosion are NOT present: SSPC – SP 1, and
2. At locations where loosely adherent coatings are present: SSPC – SP 3, and
3. At locations where corrosion is present: SSPC – SP 11 or
4. Specific contract document requirements or
5. Specific guidance by the Project Manager or
6. Manufacturer recommendations (per the application instructions as amended by the manufacturer’s letter submitted per 546.2.3 #4d if applicable)

546.3.1.1 Surface Preparation Description and Evaluation

Various SSPC surface preparation standards are cited in this section. For reference, a brief summary of each is listed below. The Contractor is responsible to perform to the current versions of all

requirements of the full and complete standards available directly from SSPC, The Society for Protective Coatings.

SSPC-SP1 Solvent Cleaning

Removes all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam. SSPC-SP 1 is a prerequisite to all hand tool, power tool and abrasive cleaning standards. SSPC-SP1 shall be incidental.

SSPC-SP3 Power Tool Cleaning

Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling. Tightly adherent, intact materials may remain.

SSPC-SP6 Commercial Blast Cleaning

When viewed without magnification shall be free of all visible oil, grease, dirt, dust, loose mill scale, rust, and coating, but will permit staining from rust, mill scale, or previously applied coatings. The surface will not necessarily be uniform in color.

SSPC-SP7 / NACE 4 Brush-Off Blast Cleaning

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.

SSPC-SP10 / NACE 2 Near-White Blast Cleaning

When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.). SSPC-SP10 shall only be engaged when required by the manufacturer. It shall be paid under the bid item for SSPC-SP6.

SSPC-SP11 Power Tool Cleaning to Bare Metal

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. The surface profile shall not be less than 1 mil (25 microns).

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals. When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife. The surface shall have a minimum profile of 0.75 mil (19 microns).

Prepared surfaces shall be evaluated using the SSPC standards. The following references will be provided to the Project Manager by the Contractor for inspection and acceptance of prepared surfaces:

- If SP 10, SP 6, SP 14 or SP 7 are engaged: SSPC-VIS 1 Guide and Standard (includes reference photographs)
- If SP 2, SP 3, SP 11 are engaged: SSPC-VIS 3 Guide and Standard (includes reference photographs)
- If SP 12 is engaged: SSPC-VIS 4 Guide and Standard (includes reference photographs)

SSPC VIS Guide and Standard shall become the property of the Department. Provide current version.

546.3.1.2 SSPC-SP 1 - Solvent and Pre-Cleaning

The Contractor shall clean exposed areas in accordance with SSPC-SP 1 Solvent Cleaning.

The Project Manager may approve cleaning with high pressure water and an approved, mild detergent to supplement solvent cleaning, where more effective or suitable. This method of pre-cleaning is required on all surfaces that have been exposed to chloride contamination from the use of road salts for snow and ice control.

546.3.1.3 SSPC-SP 3 Power-Tool Cleaning

The Contractor shall remove poorly adhering coatings and prepare the surface with power-tools in accordance with SSPC-SP 3, Power Tool Cleaning. At the Contractor's discretion, SSPC-SP 7 or SSPC _ SP 12 WJ 3 may be employed in lieu of SSPC-SP 3.

546.3.1.4 SSPC-SP 6 – Commercial Blast Cleaning

The requirement for commercial blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations.

546. SSPC-SP 10 – Near-White Blast Cleaning

The requirement for near-white blast cleaning shall be established by the manufacturer's recommendations. SSPC-SP 10 shall be paid under the same bid item as SSPC-SP 6.

546.3.1.5 Power-Tool Cleaning to Bare Metal (SSPC-SP 11)

The Contractor shall clean areas that show moderate to severe corrosion in accordance with SSPC-SP 11, *Power-Tool Cleaning to Bare Metal*. Areas too large to be prepared using power tools may be cleaned per SSPC SP-6 Commercial Blast Cleaning at the Contractor's discretion.

The Project Manager will mark additional areas for cleaning in accordance with SSPC-SP 11. The Contractor shall clean at least two (2) inches beyond the damaged areas in all directions. The Contractor

shall feather the exposed edges of the cleaned areas in accordance with SSPC-SP 11. The Contractor shall not leave ragged edges of intact paint. During and after power-tool cleaning, the Contractor shall maintain the degree of cleaning specified in accordance with SSPC-SP 11.

The Department will accept these surfaces by visually comparing them to a prepared standard on the Project. The Contractor shall prepare a Project standard by power-tool cleaning an area designated for recoating. Before cleaning, the Contractor shall ensure that the prepared standard is in accordance with SSPC-Vis 3, *Visual Standard for Power and Hand-Tool Cleaned Steel*, Pictorial Standard E SP 11, F SP 11, and G SP 11, and obtain Department approval. The Contractor shall prepare at least one (1) standard for each Structure. More than one (1) standard may be necessary if the cleaned steel differs significantly from the photographic standards. For recoating Bridges, the Contractor shall make the standard at least one (1) ft. x one (1) ft. For recoating Bridge railing or minor Structures, the standard may be smaller. The Contractor shall protect the Project standard from corrosion and contamination by applying a clear polyurethane coat. Upon completing the cleaning Work, the Contractor shall re-clean and coat the standard. If the standard becomes deteriorated or ineffective, the Contractor shall re-establish it at no additional cost to the Department.

The SSPC VIS 1 "Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning" shall be used in this same manner to prepare a standard for surfaces that are blast cleaned per SSPC SP-7 and SP-10.

SSPC _ SP 12 WJ 3 may be employed in lieu of SSPC-SP 3. At the Contractor's discretion, SSPC-SP 7 or

546.3.1.6 Over coating Galvanized Surfaces (SSPC SP-16)

Previously galvanized surfaces shall be prepared by the Contractor in accordance with SSPC-SP16 – Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel. Brush-off blast cleaning includes SSPC-SP1 solvent cleaning or other method approved by the project manager to remove oil, grease, or other contaminants. The SSPC-SP1 is followed by a dry abrasive blasting using compressed air, blast nozzles, and abrasives. To avoid formation of zinc oxides that will result in potential coating failure, blast cleaning must occur when the surface temperature is a minimum of 5 degrees above the dew point and the surface cannot be permitted to get damp after cleaning. The Contractor shall apply coating as soon as possible after surface cleaning.

The Contractor shall apply intermediate and top coat products in accordance with manufacturer's application instructions and this specification.

546.3.1.7 Coating Glossy Surfaces

All previously coated glossy surfaces shall be lightly abraded / deglossed prior to re-coating.

546.3.1.8 Testing for Chloride Contamination

Prepared surfaces with exposed metal will be tested by the Contractor for chloride contamination. All test areas will be recorded for retesting purposes. A minimum of five (5) tests per 1,000 s.f. or fraction thereof shall be conducted prior to surface preparation. If results greater than 7micrograms per cubic

centimeter are detected, the surface shall be re-cleaned as specified and re-tested at the same frequency. If acceptable results are achieved, surface preparation may begin.

546.3.1.9 Abrasives Used in Blast Cleaning Operations

When blast cleaning options are employed in lieu of SSPC SP – 3 and SP – 11 standards (ie SP-7 and SP-6), the Contractor shall select the type of abrasive. All abrasives brought to the site shall be stored in a clean and dry environment. Abrasives shall not be recycled or re-used without NMDOT approval.

546.3.1.10 Limited Access Areas

A best effort with the specified methods of cleaning shall be performed in limited access areas. These methods may need to be supplemented with other equipment such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Project Manager.

When replacing a concrete Bridge deck, the Contractor shall not clean or coat the top surfaces of top flanges of beams and girders and shear connectors.

546.3.1.11 Chemical Paint Removal

Chemical removal products and methods may be approved by the Department.

546.3.2 Coating

546.3.2.1 Mixing the Coatings

The Contractor shall mix the coatings with a power mixer in accordance with the coating manufacturer's directions until the Material is smooth and lump-free. The Contractor shall not use paint shakers.

The Contractor shall mix the Material as far as possible in its original container and continue mixing until the metallic powder or pigment is in suspension.

The Contractor shall thoroughly disperse the coating solids that may have settled to the bottom of the container. The Contractor shall strain coatings through a 30 – 60 mesh screen, or per coating manufacturer's recommendations.

The Contractor shall continuously agitate mixed coatings until application.

546.3.2.2 Thinning the Coating

The Contractor shall not thin the coatings without the approval of the Project Manager. If it is necessary to thin the coatings, the Contractor shall thin the Material in accordance with the manufacturer's recommendations.

546.3.2.3 Coating Application

The Contractor shall apply the coating system with a brush, roller, or by spraying (preferred). The Contractor shall use nozzles and pressures in accordance with the manufacturer’s recommendations.

A stripe coat shall be applied to all edges, corners, seams, crevices, interior angles, junctions of joining members, rivets, bolt heads, nuts and threads, welds and similar irregularities. The stripe coats shall be of sufficient thickness to completely hide the surface being covered and shall be followed, as soon as practicable, by a full application of the appropriate coating to its specified thickness.

546.3.2.4 Temperature and Weather Limitations

546.3.2.4.1 Temperature

The Contractor shall apply the coating when the air and surface temperatures are above 50 °F and at least five (5) °F above the dew point.

The Contractor shall not apply coatings on metal surfaces with condensation or frost.

546.3.2.4.2 Humidity

The Contractor shall not apply the coatings when the relative humidity is above 85 %.

546.3.3 Priming

The Contractor shall prime coat all steel surfaces prepared in accordance with SSPC SP-11. The Contractor shall apply primer the same day as cleaning, unless otherwise authorized by the Project Manager. The Contractor shall re-clean surfaces that develop rust or are contaminated with deleterious material before coating, at no additional cost to the Department.

546.3.4 Intermediate and Topcoat

The Contractor shall ensure the primer is cured and dry before applying subsequent coats.

The Contractor shall not allow the manufacturer’s recommended maximum time to lapse between coats.

546.3.5 Thickness of Coatings

The Department will reject the coating if the DFT (dry film thickness) gauge shows less than the specified minimum thickness for any coating. The Contractor shall provide coating thicknesses in accordance with Table 546.3.5:1, “Required Film Thicknesses.”

**Table 546.3.5:1
Required Film Thicknesses**

Coating	Dry film thickness range (mils)
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Coating System No. 1 - Polyurethane Topcoat Overcoat / Repair System (As required For Surfaces Coated Per Section 544 New Structural Steel and Certain Items Per Section 545 Miscellaneous Steel)

Primer (epoxy organic zinc)	3.0 – 5.0 mils
Intermediate (epoxy)	5.0 – 8.0 mils
Topcoat (polyurethane)	3.0 – 5.0 mils

Coating System No. 2 - Acrylic Topcoat Overcoat / Repair System (As Required for Designated Items Per Section 545 Miscellaneous Steel)

Primer (epoxy organic zinc)	3.0 – 5.0 mils
Topcoat (acrylic)	2.0 – 4.0 mils

The Contractor shall determine the dry film thickness using magnetic film thickness gauges, per latest version of SSPC PA-2 Procedure for Determining Conformance to Dry Coating Thickness Requirements. The Contractor shall calibrate the gauges on blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. All dry film thickness requirements are to be measures above the peaks of the blast profile.

545.3.6 Field Repair of Liquid Coatings

Field repair shall be accomplished with the same coating system used for the original application with the exception that organic zinc rich primer may always be used.

The Contractor shall field repair coated areas that are rusted or damaged. The Contractor shall prepare the surface in accordance with 546.3.1 "Surface Preparation of Existing Bridges and Structures" or with methods approved by the Project Manager.

The Contractor shall prime large areas using spray Equipment, brush, or roller. The Contractor shall prime small areas with a brush. The Contractor shall spray or brush the topcoat. Two (2) or more coats may be necessary to build up the required film thickness. The Contractor shall apply topcoat only to areas where the topcoat is damaged.

546.3.7 Protection of the Work and Public

During the coating operations, the Contractor shall protect the work and the public from blast cleaning operations, paint splatter, splashes and smirches with protective covering or other methods approved by the Project Manager.

When the protective devices or procedures are ineffective, the Project Manager may suspend the Work

until corrections take place.

The Contractor shall remove blasting and coating debris from all on-site work before reopening the area to traffic.

546.3.8 Inspection

The Contractor will be responsible for performing and documenting Quality Control (QC) inspections of all shop / field surface preparation and coating activities. When the contract requires painting more than 500 square feet of steel surface, the Contractor shall reference Section 544.2.2.3 Contractor Qualifications. When the contract required painting less than 500 square feet of steel surface, the Contractor shall document all QC inspection activities, measurements and observations on the Daily Inspection report. These reports shall be submitted to the Project Manager at a minimum on a weekly basis and shall account for all work performed.

The Contractor shall notify the Project Manager at least ten (10) Days before surface preparation and/or coating to allow adequate time to plan inspection activities.

After completing erection, the Project Manager will inspect the surfaces to be embedded in concrete. The Contractor shall repair damaged or rusted surfaces before placing decks. After placing the deck and at an agreed upon time, the Project Manager will inspect the entire steel Structure for coating system damage. The Project Manager will mark damaged areas for repair and will re-inspect after repairs are complete.

546.4 METHOD OF MEASUREMENT

The Project Manager will measure cleaned areas in accordance with SSPC-SP 11 and SSPC-SP 3 before the application of the prime coat.

546.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Recoating Structures	lump sum
SP 6 Commercial Blast Cleaning	lump sum
SP 3 Power Tool Cleaning	square foot
SP 11 Power Tool Cleaning	square foot
SP 16 Brush-Off Blast Cleaning of Galvanized Steel	lump sum

546.5.1 Work Included in Payment

The following items will be considered as included in the payment for Recoating Structures and will not be measured and paid for separately:

1. Cleaning all exposed areas of existing steel members in accordance with SSPC-SP 1;
2. When SSPC-SP 6 is performed at the Contractor's discretion in lieu of SSPC-SP 11, SSPC-SP 11 shall be used as the pay item;

3. When SSPC-SP 7 is performed at the Contractor's discretion in lieu of SSPC-SP 3, SSPC-SP 3 shall be used as the pay item;
4. SSPC-SP 11 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price.
5. SSPC-SP 3 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price;
6. When SSPC-SP 10 Near-White Blast Cleaning is performed due to manufacturer requirements, SSPC-SP 6 shall be used as the pay item.
7. Furnishing and applying the appropriate coating system to all exposed steel surfaces of the structure;
8. Any field touch-up required to correct shipping or installation damage.
9. Final cleanup of the structure and the immediate area; and
10. Re-caulking the perimeters of all railing post base plates per Section 543.

F.9. SECTION 607: FENCE

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

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

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

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

F.10. SECTION 632: REVEGITATION

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

632.3 CONSTRUCTION REQUIREMENTS

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

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

F.11. SECTION 663-C:PRE-CONSTRUCTION UTILITY SURVEY

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

1.0 DESCRIPTION.

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

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

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

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

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

1.2.3 Locate. For the purpose of this contract, "locate" shall mean to obtain precise horizontal and vertical positions of the utility facility by excavating test holes (Level A SUE). The Contractor shall locate utilities at

all locations where potential conflicts have been identified as determined by the Project Manager. The test holes (pits) shall be done by a vacuum excavation system and in a manner so as not to cause damage to the utility facilities or other underground structures. Test holes shall be completed as needed to determine utility depth and assist in location of new conduit or light pole foundation locating and installation so as to avoid any impact to existing utilities.

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

2.0 MANPOWER.

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

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

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

3.0 EQUIPMENT.

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

4.0 METHOD OF MEASUREMENT.

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

5.0 BASIS OF PAYMENT.

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

Payment will be under:

Pay Item	Pay Unit
Pre-Construction Utility Survey	Lump Sum

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

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

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

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

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

1.0 DESCRIPTION.

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

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

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

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

2.0 MATERIALS.

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

3.0 CONSTRUCTION REQUIREMENTS.

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

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

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

4.0 METHOD OF MEASUREMENT.

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

5.0 BASIS OF PAYMENT.

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

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

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

Payment will be made under:

PAY ITEM	PAY UNIT
Traffic Control Devices During Construction	Lump Sum

F.13. SECTION 704-B: RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKINGS

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

1. DESCRIPTION

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

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

2. MATERIALS.

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

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

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

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

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

manufacturer's recommendations.

2.2 Physical Requirements.

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

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

TABLE 1

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

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

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

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

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

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

1. Take a one (1) inch x two (2) inch (25 mm x 50 mm) sample, adhere it to the bottom of a glass tray and place just enough acid solution to completely immerse the sample. Cover the tray with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. Then decant the acid solution (do not rinse, touch or otherwise disturb the bead surfaces) and dry the sample while adhered to the glass tray in a 150°F (66°C) oven for approximately 15 minutes.

2. Microscopic examination (20X) shall show no more than 15% of the beads having a formation of a very distinct opaque white (corroded) layer on their entire surface.

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

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

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

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

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

3. CONSTRUCTION REQUIREMENTS.

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

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

4. METHOD OF MEASUREMENT.

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

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

5. BASIS OF PAYMENT.

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

Payment will be made under:

PAY ITEM

PAY UNIT

Retroreflective Preformed Patterned

Pavement Stripe _____ in (mm)

meter (linear foot)

Retroreflective Preformed Patterned Pavement
Marking Words/Symbols

Each

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G.1. SECTION 571000: SIDEWALK CULVERTS

571000.1 DESCRIPTION

Sidewalk culverts are intended to convey storm water beneath the walking surface of the sidewalk.

571000.2 REFERENCES

571000.2.1 AASHTO

M-69
M-111

571000.2.2 This Publication:

SECTION 511
SECTION 540

571000.3 MATERIALS

571000.3.1 Concrete:

Concrete for sidewalk culverts shall comply with Section 511 for Structural Concrete, Class A.

571000.3.2 Steel Reinforcement:

Steel reinforcement material shall comply with Section 540 for Bar Reinforcing.

571000.3.3 Steel Plate:

Provide 3/8" checkered steel plate the full length of the sidewalk culvert, providing enough length for skewed installation and spacing tolerances as shown on the construction plans. If the weight of a single plate is to exceed 300 pounds, provide multiple plates with a composite length equal to the full length of the sidewalk culvert, ensuring each individual plate weighs less than 300 pounds. Exposed steel shall be galvanized in accordance with AASHTO M-11.

571000.3.4 Steel Fasteners

Provide steel fasteners, machine screw and rod anchors, as shown on the construction plans. Fasteners to be stainless steel.

571000.4 INSTALLATION

571000.4.1 Concrete:

Bottom slab of sidewalk culvert to be poured monolithically with new curb and gutter. Trowel invert to produce a hard polished surface of max density and smoothness. Warp inverts and flowlines to provide a positive drainage. Make adjustments to forms to account for projected walking surface finished grade. New sidewalk adjacent to sidewalk culvert shall be poured monolithically with culvert walls.

571000.4.2 Steel Reinforcement:

Provide steel reinforcement using the size, grade, and spacing as shown on the construction plans.

571000.4.3 Steel Plate:

Ensure steel plates are stress relieved after fabrication. Clean surface of plate and framing members and paint with one shop coat red oxide and two-finish coats aluminum paint per AASHTO M-69.

571000.4.4 Steel Fasteners:

Install fasteners per manufacturer's instructions at a maximum 24" O.C. spacing, a minimum of 2 per side, and one within 6' of each end. Drill and tap rod anchors for F.H. machine screw. Attach anchors to plate and secure plate in place prior to pouring of walls.

571000.5 MEASUREMENT AND PAYMENT:

Sidewalk Culverts shall include concrete, steel reinforcement, steel plate, steel fasteners, surface coating, ties to adjacent sidewalk culverts, and construction joints, both material and installation, as shown on the construction plans, Payment will be made at the unit price for each sidewalk culvert as specified in the Bid Proposal.

G.2. SECTION 609999: CONCRETE CURB RETURNS

609999.1 DESCRIPTION

Concrete curb returns, or fillet curb returns, are intended for use at intersections to connect the curb and gutter from two intersecting streets.

609999.2 REFERENCES

609999.2.1 This Publication

SECTION 207
SECTION 511
SECTION 540

609999.3 MATERIALS

609999.3.1 Concrete:

Concrete for curb returns shall comply with Section 511 for Structural Concrete, Class A.

609999.3.2 Steel Reinforcement:

Steel reinforcement material shall comply with Section 540 for Bar Reinforcing.

609999.4 INSTALLATION

609999.4.1 Subgrade:

The subgrade preparation shall comply with the requirements of Section 207

609999.4.2 Steel Reinforcement:

Provide steel reinforcement using the size, grade, and spacing as shown on the construction plans. When adjacent to curb or valley gutter to be installed within 30 days, provide continuous steel reinforcement with a 30" rebar lap. Installation adjacent to existing concrete structures requires a minimum 8" embedment and non-shrink epoxy set rebar for tie-in to existing curb.

609999.4.3 Expansion Joint Material:

Provide ¾" bituminous expansion joint material, to be installed between the curb return and adjacent curb and gutter. This material shall extend the full depth of the curb return.

609999.4.4 Concrete:

Concrete curb returns to be poured monolithically. Provide troweled joint as shown on the construction plans. Form flow lines to provide positive drainage to adjacent structures. Provide a smooth transition for tie-in to existing curb geometry.

609999.5 MEASUREMENT AND PAYMENT

609999.5.1

Concrete curb returns shall be measured in square yards and shall include subgrade preparation, concrete, steel reinforcement, bituminous expansion joint material, construction joints, and ties to adjacent structures, both material and installation. Payment will be made at the unit price per square yard as specified in the Bid Proposal.