

# City of Santa Fe, New Mexico



**REQUEST FOR BID BID# '16/27/B**

**CIP #859A**

**CN: S100390**

**BID DUE: MARCH 29, 2016 at 2:00 P.M.**

**PURCHASING OFFICE CITY OF SANTA FE**

**2651 SIRINGO ROAD - BUILDING "H"**

**SANTA FE, NEW MEXICO 87505**

I, Leroy N. Pacheco, Registered Professional Engineer No. 12333, hereby certify that this manual was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.



---

Leroy N. Pacheco

PE 12333

## TABLE OF CONTENTS

<b>A. INFORMATION FOR BIDDERS.....</b>	<b>1</b>
A.1. ADVERTISEMENT FOR BIDS .....	1
A.2. INFORMATION TO BIDDERS.....	5
A.3. WAGE RATE DECISIONS .....	12
<b>B. REQUIRED DOCUMENTS FOR BID SUBMITTAL .....</b>	<b>19</b>
B.1. BID SCHEDULE .....	19
B.2. BID SUBMITTAL.....	20
B. 3. BID FORM.....	22
B.4. BID BOND .....	38
B.5. BIDDER'S LIST OF QUOTERS.....	39
B.6. NON-DEBARMENT CERTIFICATION.....	40
B.7. PAY EQUITY ACKNOWLEDGEMENT.....	41
B.8. SUBCONTRACTORS FAIR PRACTICES ACT COMPLIANCE .....	42
<b>C. CONTRACTUAL SPECIFICATIONS .....</b>	<b>44</b>
C.1. CONSTRUCTION AGREEMENT .....	44
C.2. PERFORMANCE BOND .....	52
C.3. LABOR AND MATERIAL PAYMENT BOND .....	54
C.4. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY .....	57
C.5. CERTIFICATION ON NON-SEGREGATED FACILITIES .....	58
C.6. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER .....	59
C.7. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR .....	60
<b>D. NOTICE(s) TO CONTRACTORS .....</b>	<b>61</b>
<b>E. SPECIAL PROVISION(s).....</b>	<b>181</b>

## A. INFORMATION FOR BIDDERS

### A.1. ADVERTISEMENT FOR BIDS

#### INVITATION TO BID NO. '16/27/B CITY OF SANTA FE, NEW MEXICO

SEALED BID FOR: ST. FRANCIS CROSSING FROM ACEQUIA TRAIL TO RAILYARD;  
CIP# 859A; CN:S100390

TO BE OPENED AT: City of Santa Fe  
Purchasing Division  
2651 Siringo Road, Bldg. H  
Santa Fe, New Mexico 87505

TIME: 2:00p.m. Local Prevailing Time

DATE: March 29, 2016

ADDRESSED TO: Purchasing Office  
2651 Siringo Road, Bldg. H  
Santa Fe, New Mexico 87505

The Contractor's attention is directed to the fact that applicable Federal laws, State laws, Municipal Ordinances, the Standard Specifications, and all rules and regulations of all authorities having jurisdiction over said item shall apply to the RFB and will apply to the contractors that are selected to bid. The laws will be deemed to be included in the bid documents 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. State and/or Federal wage rates will apply.

As a condition to submitting a Bid all Bidders bidding as Contractors are required to be prequalified with the NMDOT's Office of Inspector General seven (7) days before Bid Opening per 18.27.5 NMAC. The Prequalification Calculation pursuant to 18.27.5.11 NMAC will not be applied to this solicitation. All Subcontractors are required to be prequalified before performing any Work and prior to supplying goods or services to the Project. The Contractor Prequalification Rule, 18.27.5 NMAC, and Prequalification Packet are located at <http://dot.state.nm.us/en/PSE.html>.

Bids will be received until the above time, then opened publicly at the Purchasing Division, 2651 Siringo Rd., Santa Fe, NM or other designated place and read aloud. **BIDS RECEIVED AFTER THE TIME WILL BE RETURNED UNOPENED.**

The purpose of this Request for Bid (RFB) is to procure construction services for the construction of St. Francis Crossing from Acequia Trail to Railyard.

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](mailto:buildersnews@live.com)

**Construction Reporter**  
1609 2nd Street, NW  
Albuquerque, NM 87102-1446  
Email: [jane@constructionreporter.com](mailto:jane@constructionreporter.com)

**McGraw-Hill Dodge/Plans**  
<http://dodge.construction.com/plans/>  
Email: [nancy\\_mckeehan@mcgraw-hill.com](mailto:nancy_mckeehan@mcgraw-hill.com)

**Colorado Plan Room**  
[coloradoplanroom@isqft.com](mailto:coloradoplanroom@isqft.com)

**Reed Construction Data**  
Email: [customercare@reedbusiness.com](mailto: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

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 Engineering Division complete and in good condition within ten (10) business days after the date of the bid opening. Otherwise, the City may elect to bill the plan holder appropriate reproduction fees for said documents.

Bids for the project will be presented in the form of a unit price bid. The bidder shall bid all items listed.

Each bidder must conform to the conditions specified in the section entitled "Instructions for 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 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.

ONERS 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.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference will be held for this project on Tuesday, March 15 at 2:00pm, in the Roundhouse conference room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200.

The work to be performed with this project consist of furnishing all equipment, labor and materials for the construction of St. Francis Crossing from Acequia Trail to Railyard, 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. SF-16-0209-A, and U.S. Department of Labor Wage Decision No. NM160048 dated 01/08/2016.

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 (CBE) goal for this project is 0%.

ATTEST:

---

Mr. Robert Rodarte, Purchasing Officer  
2651 Siringo Road, Bldg. H  
Santa Fe, New Mexico 87505

Received by the SANTA FE NEW MEXICAN on: March 3, 2016

To be published on: March 8, 2016

Received by the ALBUQUERQUE JOURNAL on: March 3, 2016

To be published on: March 8, 2016

## A.2. INFORMATION TO BIDDERS

Bids are requested by City of Santa Fe for Construction of CIP #859A; CN:S100390, St. Francis Crossing from Acequia Trail to Railyard in accordance with the drawings, specifications and other contract documents prepared by The Louis Berger Group, Inc., Santa Fe, New Mexico.

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor and materials for the construction of the CIP #859A; CN:S100390, St. Francis Crossing from Acequia Trail to Railyard 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:** Refer to Section 102.7 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
5. **THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING:** Everything that is bound herein, project plans and any standard specifications referenced herein.
6. **INTERPRETATIONS:**  
**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](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 applicable Notice to Contractor and will be included in the executed Construction Agreement.

9. SUBCONTRACTORS, SUPPLIERS, AND OTHERS: Refer to Section 108.1 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
10. MODIFICATION AND WITHDRAWAL OF BIDS: Refer to Section 102.13 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
11. BID OPENING PROCEDURE: Refer to Section 102.15 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
12. BID: Refer to Section 102.4 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
13. BIDS TO REMAIN OPEN: Refer to Section 103.2 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
14. AWARD OF CONTRACT: Refer to Section 103.2 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition. Change the time to award contract from thirty (30) calendar days to sixty (60) calendar days.
15. WAGE RATES: Refer to Section 108.1 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
16. REQUIRED SUBMITTALS: Refer to Section 102.4 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
17. SUBSTITUTIONS: Refer to Section 106.9 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
18. PREFERENCES: Refer to Section 104.1 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
19. LICENSE OR ROYALTY FEES: Refer to Section 107.2 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.

20. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: Refer to Section 103.6 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
21. ADDENDUM: Refer to Section 102.7 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
22. COLLUSION: Refer to Section 102.5 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
23. QUANTITIES: Refer to Section 102.6 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
24. UTILITY INSPECTION: All work done on the existing City owned utilities shall be inspected by a representative of the City before backfilling.
25. POWER OF ATTORNEY: Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
26. MANDATORY PRE-BID CONFERENCE  
A mandatory pre-bid conference will be held on Tuesday, March 15 at 2:00 p.m. at the City of Santa Fe Market Station Offices, 500 Market Street, Suite 200, Santa Fe, New Mexico 87501. The purpose of this conference will be for the clarification of the project requirements.
27. PROTEST PROCEDURE: Refer to Section 103.3 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
28. CONSIDERATION OF BIDS: Refer to Section 103.1 and all other applicable sections of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.
29. POST-BID INFORMATION
  - a. Return of Bid Security  
All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security

of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the City Purchasing Agent after the Notice of Award is sent by the City.

b. Notice to Proceed

The City will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

c. Failure to Execute Contract

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

d. Contractor's Qualification Statement

Bidder to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents and form of Statement of Bidder's Qualifications.

e. Contract Bonds Requirements

The Successful Bidder, where the Contract Price exceeds twenty-five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.

f. Insurance Requirements

1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe

current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

2. The insurance coverage shall include worker's compensation, employers liability, comprehensive general liability (Premises- Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.
3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.
4. A valid certificate of insurance must be submitted to the Owner prior to issuance of a Notice-to-Proceed.

### 30. MINIMUM WAGE RATES

- a. Any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction, alteration, demolition or repair, or any combination of these, including painting and decorating, of public buildings, public works or public roads, is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor & Industrial Division). Federal Funded Contracts in excess of \$2,000.00 are subject to Federal Labor Standards Requirements of Davis Bacon Act.
- b. Contractor must comply with the City of Santa Fe Living (minimum) Wage Ordinance.
- c. The bidder shall ensure that, in submitting his/her Bid, the minimum wage rate determination, included herein, has been utilized in preparing his/her Bid.

### 31. CONTRACTOR AND SUBCONTRACTOR REGISTRATION WITH THE NEW MEXICO DEPARTMENT O WORKFORCE SOLUTIONS, PUBLIC WORKS BUREAU

Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor & 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 New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor & Industrial Division). 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.

### A.3. WAGE RATE DECISIONS

### 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
<b>Electricians (outside)</b>		
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
<b>Laborers</b>		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
<b>Operators</b>		
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
<b>Truck Drivers</b>		
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](http://WWW.DWS.STATE.NM.US)



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](http://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](http://www.dws.state.nm.us)

- 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.

## **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](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](mailto:public.works@state.nm.us) or call (505) 841-4400.

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](http://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.

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.

=====

END OF GENERAL DECISION

## B. REQUIRED DOCUMENTS FOR BID SUBMITTAL

### B.1. BID SCHEDULE

#### BID # '16/27/B

1. ADVERTISEMENT March 8, 2016
2. MANDATORY PRE-BID CONFERENCE: March 15 at 2:00 P.M., Roundhouse Conference Room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200, Santa Fe, NM 87501
3. NMDOT PREQUALIFICATION DEADLINE: March 22, 2016  
(The Contractor Prequalification Rule, 18.27.5 NMAC and Prequalification Packet are located at: <http://dot.state.nm.us/en/PSE.html>.)
4. RECEIPT OF BID: March 29 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: April 11, 2016
6. RECOMMENDATION OF AWARD TO FINANCE COMMITTEE: April 18, 2016
7. RECOMMENDATION OF AWARD TO CITY COUNCIL: April 27, 2016
8. NOTICE TO PROCEED: TBD

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

**B.2. BID SUBMITTAL**

BID SUMMITAL 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 St. Francis Crossing from Acequia Trail to Railyard, CIP #859A; CN:S100390, 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 roadway and pedestrian 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.]

### B. 3. 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:

St. Francis Crossing from Acequia Trail to Railyard, CIP #859A / CN:S100390; Bid No. '16/27/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).

**THIS PAGE LEFT BLANK INTENTIONALLY**

## BID FORM - BASE BID

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
1	201000	CLEARING AND GRUBBING	L.S.	1
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
2	203000	UNCLASSIFIED EXCAVATION	CU YD	9450
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
3	203011	ENVIRONMENTAL CONSTRUCTION MONITORING	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
4	206100	SELECT BACKFILL MATERIAL	CU YD	270
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
5	210000	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES	CU YD	900
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
6	303140	BASE COURSE 4"	SQ YD	1475
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
7	413000	PAVING FABRIC	SQ YD	950
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
8	416000	MINOR PAVEMENT	SQ YD	810
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
9	501100	PILE SPLICING	EACH	30
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
10	501101	PILE CUTOFF	LIN. FT	552
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
11	502300	STEEL SHAPE REINFORCEMENT	LBS	194528
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

## BID FORM - BASE BID

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
12	502600	OBSTRUCTION REMOVAL	LIN. FT	30
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
13	503024	AUGERED PRESSURE GROUTED BEARING PILES	LIN. FT	2519
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
14	511000	STRUCTURAL CONCRETE, CLASS A	CU YD	23
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
15	511300	SUBSTRUCTURE CONCRETE, CLASS A	CU YD	230
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
16	518121	PRECAST PRESTRESSED SLAB TYPE 21	LIN. FT	480
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
17	518303	PRECAST DECK PANELS 10 IN. DEPTH	SQ FT	3640
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
18	519001	NON STRUCTURAL SHOTCRETE	SQ YD	620
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
19	531001	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING	SQ FT	4300
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
20	540060	REINFORCING BARS GRADE 60	LBS	3080
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
21	540160	EPOXY COATED REINFORCING BARS GRADE 60	LBS	28000
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
22	541000	STRUCTURAL STEEL FOR CONCRETE BRIDGES	LBS	8912
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

**BID FORM - BASE BID**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
23	543100	METAL RAILING, PEDESTRIAN	LIN. FT	264
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
24	564000	PREFORMED CLOSED CELL FOAM BRIDGE JOINT SEALS	LIN. FT	505
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
25	570437	24" STORM DRAIN CULVERT PIPE	LIN. FT	10
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
26	570461	36" STORM DRAIN CULVERT PIPE	LIN. FT	18
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
27	570486	60" STORM DRAIN CULVERT PIPE	LIN. FT	113
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
28	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
29	602200	GABIONS	CU YD	20
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
30	603262	COMPOSTED MULCH SOCKS	LIN. FT	756
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
31	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
32	605000	UNDERDRAINS	LIN. FT	235
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
33	606542	CONCRETE WALL BARRIER 42"	LIN. FT	257
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

**BID FORM - BASE BID**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
34	606584	CONCRETE WALL BARRIER 84"	LIN. FT	74
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
35	606590	CONCRETE WALL BARRIER (MODIFIED)	LIN. FT	94
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
36	606610	TEMPORARY CWB RETAINED BY THE CONTRACTOR	LIN. FT	216
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
37	606619	RESETTING OF CONCRETE WALL BARRIER	LIN. FT	54
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
38	607026	CHAIN LINK FENCE 6'	LIN. FT	386
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
39	607046	CHAIN LINK FENCE SECURITY FENCE 6'	LIN. FT	1030
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
40	607079	PEDESTRIAN / BICYCLE RAILING	LIN. FT	364
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
41	608004	CONCRETE SIDEWALK 4"	SQ YD	2020
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
42	608406	CONCRETE MEDIAN PAVEMENT 6" (COLORED AND PATTERNED)	SQ YD	180
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
43	609418	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X18"	LIN. FT	690
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
44	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LIN. FT	750
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

**BID FORM - BASE BID**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
45	614002	PIPE CASING 2"	LIN. FT	100
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
46	618000	TRAFFIC CONTROL MANAGEMENT	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
47	621000	MOBILIZATION	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
48	623410	DROP INLET SPECIAL DESIGN	EACH	3
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
49	632020	CLASS C SEEDING	ACRE	0.25
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
50	632100	STEEP SLOPE SEEDING	ACRE	0.30
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
51	667071	WELL	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
52	667500	BOLLARD	EACH	10
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
53	690500	RELOCATE CABOOSE	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
54	701000	PANEL SIGNS	SQ FT	65.50
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
55	701030	REMOVE AND RESET PANEL SIGN	EACH	22
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

**BID FORM - BASE BID**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
56	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN. FT	397
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
57	702600	SEQUENCIAL ARROW DISPLAY	EACH	2
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
58	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
59	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	L.S.
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
60	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LIN. FT	5750
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
61	704762	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT STRIPE 12"	EACH	144
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
62	704764	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT STRIPE 24"	EACH	140
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
63	704768	RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKING LEFT ARROW	EACH	6
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
64	706350	POWER SERVICE INSTALLATION	EACH	1
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
65	706420	LIGHTING CONTROL CABINET - TWO CIRCUIT	EACH	1
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
66	706420	LIGHTING CONTROL CABINET INSIDE UNDERPASS	EACH	1
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

**BID FORM - BASE BID**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY
67	707810	REMOVE & RESET LIGHTING STANDARD & LUMINAIRE	EACH	3
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
68	709007	RIGID ELECTRICAL CONDUIT 3/4" (DIA.)	LIN. FT	580
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
69	709010	RIGID ELECTRICAL CONDUIT 1" (DIA.)	LIN. FT	420
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
70	709012	RIGID ELECTRICAL CONDUIT 1-1/4" (DIA.)	LIN. FT	600
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
71	709015	RIGID ELECTRICAL CONDUIT 1 1/2" (DIA.)	LIN. FT	320
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
72	709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	LIN. FT	800
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
73	710000	ELECTRICAL PULL BOX (STANDARD)	EACH	4
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
74	711102	SINGLE CONDUCTOR 2	LIN. FT	2400
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
75	711104	SINGLE CONDUCTOR 4	LIN. FT	960
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
76	711106	SINGLE CONDUCTOR 6	LIN. FT	1155
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents
77	711108	SINGLE CONDUCTOR 8	LIN. FT	2920
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)
		Dollars and Cents	Dollars and Cents	Dollars and Cents

## BID FORM - BASE BID

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY	
78	711110	SINGLE CONDUCTOR 10	LIN. FT	2280	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
79	716400	UNDERPASS LUMINAIRE	EACH	56	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
80	716600	ORNAMENTAL POLE & LUMINAIRE	EACH	15	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
81	716704	LED UNDERPASS LUMINAIRE	EACH	868	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
82	721000	REMOVAL OF PAVEMENT STRIPE	LIN. FT	360	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
83	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	L.S.	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
TOTAL BASE BID AMOUNT (EXCLUDING NM GROSS RECEIPTS TAX)					
(Written in WORDS)			DOLLARS AND CENTS		
NEW MEXICO GROSS RECEIPTS TAX @ 8.3125%					
(Written in WORDS)			DOLLARS AND CENTS		
TOTAL BASE BID AMOUNT (Including NM Gross Receipts Tax)					
(Written in WORDS)			DOLLARS AND CENTS		

NOTE: THE CITY RESERVES THE RIGHT TO AWARD THE BID BASED UPON THE LOWEST BASE BID ONLY OR IF ALTERNATIVES AREA INCLUDED, THE LOWEST BASED BID FOR ANY COMBINATION OF BASE BID AND ALTERNATIVE(S)

**BID FORM - BID ALTERNATIVE #1**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY	
1A	664000	LANDSCAPE COMPLETE	L.S.	L.S.	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
TOTAL BID ALTERNATIVE #1 AMOUNT (EXCLUDING NM GROSS RECEIPTS TAX)					
(Written in WORDS)		DOLLARS AND CENTS			
NEW MEXICO GROSS RECEIPTS TAX @ 8.3125%					
(Written in WORDS)		DOLLARS AND CENTS			
TOTAL BID ALTERNATIVE #1 AMOUNT (Including NM Gross Receipts Tax)					
(Written in WORDS)		DOLLARS AND CENTS			

**NOTE: THE CITY RESERVES THE RIGHT TO AWARD THE BID BASED UPON THE LOWEST BASE BID ONLY OR IF ALTERNATIVES AREA INCLUDED, THE LOWEST BASED BID FOR ANY COMBINATION OF BASE BID AND ALTERNATIVE(S)**

**BID FORM - BID ALTERNATIVE #2**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY	
2A	667003	ARTWORK COMPLETE	L.S.	L.S.	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
TOTAL BID ALTERNATIVE #2 AMOUNT (EXCLUDING NM GROSS RECEIPTS TAX)					
(Written in WORDS)		DOLLARS AND CENTS			
NEW MEXICO GROSS RECEIPTS TAX @ 8.3125%					
(Written in WORDS)		DOLLARS AND CENTS			
TOTAL BID ALTERNATIVE #2 AMOUNT (Including NM Gross Receipts Tax)					
(Written in WORDS)		DOLLARS AND CENTS			

**NOTE: THE CITY RESERVES THE RIGHT TO AWARD THE BID BASED UPON THE LOWEST BASE BID ONLY OR IF ALTERNATIVES AREA INCLUDED, THE LOWEST BASED BID FOR ANY COMBINATION OF BASE BID AND ALTERNATIVE(S)**

**BID FORM - BID ALTERNATIVE 3**

LINE	ITEM #	DESCRIPTION	UNIT	APPROX. QUANTITY	
3A	667004	MISCELLANEOUS LANDSCAPING	L.S.	L.S.	
		Unit Bid Price (Written in WORDS)	Unit Bid Price (Written in NUMBERS)	Total Item Bid Price (Written in NUMBERS)	
		Dollars and Cents	Dollars and Cents	Dollars and Cents	
TOTAL BID ALTERNATIVE #3 AMOUNT (EXCLUDING NM GROSS RECEIPTS TAX)					
(Written in WORDS)		DOLLARS AND CENTS			
NEW MEXICO GROSS RECEIPTS TAX @ 8.3125%					
(Written in WORDS)		DOLLARS AND CENTS			
TOTAL BID ALTERNATIVE #3 AMOUNT (Including NM Gross Receipts Tax)					
(Written in WORDS)		DOLLARS AND CENTS			

**NOTE: THE CITY RESERVES THE RIGHT TO AWARD THE BID BASED UPON THE LOWEST BASE BID ONLY OR IF ALTERNATIVES AREA INCLUDED, THE LOWEST BASED BID FOR ANY COMBINATION OF BASE BID AND ALTERNATIVE(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](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. Subcontractors Fair Practices Act Compliance
- b. Non-Debarment Certification (Disclosure of Lobbying Activities)
- c. Certification for Federal-Aid Contracts
- d. New Mexico Pay Equity Reporting Acknowledgement Executive Order 2009-049
- e. 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: \_\_\_\_\_

**B.4. 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.'16/27/B') for the construction of the St. Francis Crossing from Acequia Trail to Railyard, CIP  
#859A / CN:S100390, City of Santa Fe.

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

C. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, a.d. 2016.

\_\_\_\_\_  
BIDDER

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

SURETY

\_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_

## B.5. BIDDER'S LIST OF QUOTERS

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

Control Number ("CN"): S100390

BIDDER: \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

## B.6. NON-DEBARMENT CERTIFICATION

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

Control Number ("CN"): S100390

BIDDER: \_\_\_\_\_ TELEPHONE: (      ) \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

I acknowledge

## B.7. PAY EQUITY ACKNOWLEDGEMENT

New Mexico Department of Transportation ("NMDOT")

Pay Equity Reporting Acknowledgement

New Mexico Executive Order 2009-049

S100390

Control Number ("CN"): \_\_\_\_\_

BIDDER: \_\_\_\_\_ TELEPHONE: ( ) \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

### Pre-Award

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

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

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

<http://www.generalservices.state.nm.us/stat/purchas/qpay/equity.aspx>

### Post-Award

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

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

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

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

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

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

I acknowledge

## B.8. SUBCONTRACTORS FAIR PRACTICES ACT COMPLIANCE

New Mexico Department of  
Transportation ("NMDOT")  
Subcontractors Fair Practices Act  
Compliance

Control Number ("CN"): S100390

BIDDER: \_\_\_\_\_ TELEPHONE: ( ) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

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

Only one Subcontractor shall be listed below for each Description of Work. The listing requirements do not apply if the Contractor:

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

Description of Work	Subcontractor (and if sole quoter designation as sole quoter)	Address	Quote Amount

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

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

Failure of the Contractor to comply with the requirements herein shall be grounds for NMDOT's exercising its contractual remedies and the assessment of penalties per Section 13-4-41.

## C. CONTRACTUAL SPECIFICATIONS

### C.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE

CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN OWNER  
AND CONTRACTOR

CIP PROJECT # 859A; CN:S100390  
St. Francis Crossing from Acequia Trail to Railyard

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: St. Francis Crossing from Acequia Trail to Railyard

PROJECT NO.: CIP #859A, CN S100390

ENGINEER OF RECORD: Louis Berger Group, Inc.  
2019 Galisteo St., Suite M-1  
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 #859A / CN:S100390 – St. Francis Crossing from Acequia Trail to Railyard. (Bid Number '16/27/B).

The work designated as St. Francis Crossing from Acequia Trail to Railyard consists of, but is not limited to: constructing an underpass, connecting two existing multi-use trails (Acequia Trail to the Railyard Trail); the total length of new Acequia Trail segment is approximately 840 linear feet inclusive of 149 linear feet of underpass structure. The construction of the underpass will require full reconstruction of approximately 80 linear feet of S. Francis Drive with replacement of raised median, curb and gutter / sidewalk 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 as specified in the Notice to Contractor – Contract Time. The project shall be deemed substantially complete on as defined in the 2014 New Mexico Department of Transportation Standard Specifications for Highway & Bridge Construction.

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 [to be determined] cents (\$to be determined).

The Contract Sum is determined as follows:

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

ARTICLE 5

PROGRESS PAYMENTS

Progress payments shall be processed in accordance with Section 109: Measurement and Payment of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition.

ARTICLE 6

LIQUIDATED DAMAGES

Liquidated Damages shall be assessed in accordance with Section 108.8: Liquidated Damages of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition.

## ARTICLE 7

### FINAL PAYMENT

Final Payment shall be processed in accordance with Section 109: Measurement and Payment of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition.

## ARTICLE 8

### SCHEDULE

The Contractor shall prepare and submit five (5) copies of a progress schedule covering project operations for the contract period and deliver them to the project manager at the pre- construction meeting as per section 108.3 Schedule of the NMDOT Standard Specifications for Highway and Bridge Construction, 2104 Edition. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

## ARTICLE 9

### GENERAL AND SPECIAL PROVISIONS

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

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

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

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

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

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

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor 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 as cited in the all applicable construction documents attached to this agreement or repeated herein.

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 #

New Mexico License #

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

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

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

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

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

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be

construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

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

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

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

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

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

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

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

## ARTICLE 10

### NEW MEXICO TORT CLAIMS ACT

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

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

OWNER:  
CITY OF SANTA FE

---

JAVIER M. GONZALES, MAYOR

DATE:\_\_\_\_\_

ATTEST:

---

YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

---

KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

---

OSCAR RODRIGUEZ, DIRECTOR  
FINANCE DEPARTMENT

32315/572970

---

Business Unit/Line Item

CONTRACTOR:

NAME OF CONTRACTOR

By: \_\_\_\_\_

Signature

---

Print Name and Title of Signer

Date: \_\_\_\_\_

NM Taxation & Revenue CRS No.: \_\_\_\_\_

City of Santa Fe Business Reg. No.: \_\_\_\_\_

## C.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 St. Francis Crossing from Acequia Trail to Railyard, CIP #859A / CN:S100390, 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



### C.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 St. Francis Crossing from Acequia Trail to Railyard, CIP 859A / CN:S100390, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.

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

- a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
- b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.
- c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

SIGNED AND SEALED ON \_\_\_\_\_, 2016.

In presence of:

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Title: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Surety's Authorized New Mexico Agent

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

#### C.4. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

##### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective 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

## C.5. CERTIFICATION ON 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C.6. 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.

My Commission Expires:

NOTARY PUBLIC

**C.7. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR****STATE OF NEW MEXICO**

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

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

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

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

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

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLICMy Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## D.1 NOTICE(S) TO CONTRACTOR (PROJECT SPECIFIC)

MANDATORY PRE-BID CONFERENCE

CONTRACT TIME

RAMP UP TIME

ERECTOR QUALIFICATIONS

LANE CHARGE FOR CONSTRUCTION

CONSTRUCTION DISINCENTIVE

BID ALTERNATES

LANDSCAPE COMPLETE ITEMIZED LIST

ARTWORK COMPLETE ITEMIZED LIST

MISCELLANEOUS LANDSCAPING ITEMIZED LIST

RELOCATE CABOOSE

METAL RAILING

EXISTING PERMANENT SIGNING

DAMAGE TO EXISTING ROADWAY

ADA CONSTRUCTION INSPECTION PROCEDURE

ACEQUIA TRAIL RAILROAD REQUIREMENTS

COORDINATION OF UTILITY RELOCATIONS – INSTALLATIONS

ADDITIONAL NAMED INSURED

BID DOCUMENTATION FOR ESCROW

RETURN OF LOBBYING DISCLOSURE

September 11, 2015

## NOTICE TO CONTRACTORS

### Mandatory Pre-Bid Conference

**CN S100390**

As a condition to submitting a Bid, prospective Bidders must attend a Mandatory Pre-Bid Conference. The Mandatory Pre-Bid Conference will be held on March 15, beginning at 2:00pm, local prevailing time. At 2:00pm, the start of the Mandatory Pre-Bid Conference will be announced. Any individuals who arrive after 2:00pm and are not physically present when the start of the Mandatory Pre-Bid Conference is announced and who do not physically remain for the entirety of the Mandatory Pre-Bid Conference will not be compliant with this Notice to Contractors ("NTC"). Attendance at the Mandatory Pre-Bid Conference will be evidenced by the sign-in-sheet.

The purpose of the Mandatory Pre-Bid Conference is to discuss the project in its' entirety and to answer questions prospective Bidders may have.

The Mandatory Pre-Bid Conference will be held at the Roundhouse Conference Room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200.

Project related questions raised before or after the Mandatory Pre-bid Conference shall be directed to the Leroy Pacheco (City of Santa Fe Roadway and Trails Engineering Division) pursuant to the 2014 Edition of the Standard Specifications for Highway and Bridge Construction, Section 102.7(3) Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work

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

**END OF NOTICE**

September 11, 2015

## NOTICE TO CONTRACTORS

### Contract Time

#### CN S100390

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

##### **Contract Completion Time**

The Contract Completion Time for this contract is **225 Calendar Days**. The Contract Completion Time count will commence at the end of ramp up time and/or 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.

##### **Substantial Completion Time**

In addition, all work associated with construction shall be built to **Substantial Completion** by [date tbd]. In addition to the requirements established in Section 101 of the Standard Specifications, the definition of "Substantial Completion" shall include the following:

- All trails, all sidewalks, bus stops, and bus plazas completed and open to the public
- Open Graded Friction Course (OGFC) placed and permanent striping completed

The Contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of the date above in the amount specified in section 108.8 of the Standard Specifications.

##### **Progress Schedule**

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

##### **Cumulative Imposition of Liquidated Damages**

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

##### **Night Work & City Noise Ordinance**

City of Santa Fe Noise Ordinance SFCC §10-2.4 B.(5)(a) prohibits operation of equipment used in construction work on streets in residential or commercially zoned areas between the hours of 9:00 p.m. and 7:00 a.m. the following day. However, the City of Santa Fe Public Works Dept. has acquired an exemption

to this ordinance in accordance with SFCC §10-2.8 PERMITS. Therefore, the contractor, while working nights, must coordinate such work at least 48 hours in advance with the Project Manager. The city reserves the right to restrict night work operations and may require the contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

**END OF NOTICE**

September 24, 2015

## NOTICE TO CONTRACTORS

### Ramp-Up Time

CN S100390

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 the auger pressure-grouted bearing piles and slab beams. Additionally, the Contractor shall commence the prefabrication of slab beams within the ramp-up time stipulated.

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**

February 23, 2016

## NOTICE TO CONTRACTORS

### Erector Qualification

**CN S100390**

The Contractor shall use a qualified erector, approved during bid review, with a minimum of 5 years of demonstrated erection experience erecting precast / prestressed concrete bridge members as specified in this Notice.

In addition to the required bid documents, the Contractor shall submit the erectors qualifications package, in a separately sealed envelope concurrent with the bid, for review and approval by the project manager.

The erectors qualifications package shall include:

1. Evidence/proof of current certification in Category S2 under the Precast / Prestressed Concrete Institute (PCI) Erector Qualification Program;

Or,

1. Project descriptions of a minimum of three (3) projects completed by the erector within the last five (5) years for the erection of precast/prestressed bridge members of similar or greater complexity and difficulty. Each project description shall include a list the roles of key personnel, the date of approval and name of the approver of the lift plan, the date of the erection and a client reference, title and phone number; and
2. A complete copy of the actual approved lift plan used for one of the projects requested above; and
3. Resumes of the key personnel proposed on CN: S100390 who will (a) prepare the lift plan and (b) manage/supervise the erection of the beams and precast panels.

All submitted unit bid prices associated with this work shall be recognized to encompass the use of an approved qualified erector as stipulated in this Notice.

Approval of the erector's qualification package shall in no way constitute approval of the project specific erection plan specified in general note 16 on sheet 5-2 of the construction plans.

**If the Bidder's submitted Erector's qualifications does not meet the requirements of this Notice, the associative bid shall be deemed non-responsive.**

**END OF NOTICE**

September 15, 2015

## NOTICE TO CONTRACTORS

### Lane Charge for Traffic Interruption – Hourly Basis

CN S100390

#### GENERAL:

The contractor is hereby advised, uninterrupted traffic flow on St. Francis Drive and Cerrillos Road, between the hours of 6:00AM to 9:00PM, is of paramount importance. Consequently, the contractor will be charged monetary fees, for each hour there are restrictions or a reduction in the number of available travel lanes, impacting traffic flow on St. Francis Drive and Cerrillos Road, between the hours of 6:00AM to 9:00PM during the construction of the underpass.

#### DEFINITION OF TERMS:

- HOUR – Any continuous 60-minute period or portion of the continuous 60-minute period beginning at that point when a lane and/or shoulder is closed or obstructed by the contractor's operation.
- RENTAL CHARGE – The amount, as shown in the schedule below, that represents the average hourly cost of interference and inconvenience to the road user for each lane and/or shoulder closure or obstruction.
- OBSTRUCTION – When the contractor's operations have resulted in the useable lane width of the travelway or shoulder to be less than that specified in the construction plan documents.

#### LANE CHARGE ASSESSMENT:

Lane charges for which the contractor will be assessed a rental charge for each lane and/or shoulder closure or obstruction between the hours of 6:00am and 9:00pm. The rental charge to be assessed for each lane or shoulder closure or obstruction per direction of traffic per hour is as follows:

Closure and/or Obstruction	Hourly Rental Charge 6:00 to 9:00 AM 3:00 to 6:00 PM	Hourly Rental Charge All other hours of the day
One lane (Southbound)	\$ 1300.00	\$ 750.00
Two lanes (Southbound)	\$ 3000.00	\$ 1500.00
One lane (Northbound)	\$ 1300.00	\$ 750.00
Two lanes (Northbound)	\$ 3000.00	\$ 1500.00
All lanes (Southbound)	\$ 10,000.00	\$ 5000.00
All lanes (Northbound)	\$10,000.00	\$ 5000.00

The applicable lane rental charges will be deducted from any monies due to the contractor for work performed. The deduction will be made based on the applicable rate for any and all closures whether work is being performed or not. This deduction will be done on each progress payment.

On those days when the contractor is to be charged the liquidated damages fee, but the contractor has closed or obstructed a lane and/or shoulder closures, the contractor will be charged the greater amount, either the appropriate lane charge or the liquidated damages fee indicated.

Chief Engineer  
May 3, 2015

## NOTICE TO CONTRACTORS

### Construction Disincentive

**CN S100390**

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

For this project the Acequia Trail construction Work is defined as all Work required to construct the underpass structure that affects the road users on St. Francis Dr. for this project the Acequia Trail construction Work must be complete within 90 Days. Completion is determined in writing by the Project Manager.

If not complete the disincentive assessment is \$ 5,000.00 / Day until the above described Work is complete without a limit to the disincentive amount assessed. The assessment of the disincentive is in addition to and independent of the assessment of liquidated damages for the failure to complete the Work in the Contract time per Standard Specifications, Section 108.8 – "Liquidated Damages".

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

**END OF NOTICE**

September 15, 2015

## NOTICE TO CONTRACTORS

### BID ALTERNATES

**CN S100390**

This Notice includes administrative and procedural requirements for alternates.

#### **DEFINITION OF TERMS:**

- A. Bid Alternate: 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 a Bid Alternate into the work for this project.
  - 1. The cost for each alternate is the net addition to the Base Bid costs to incorporate Bid Alternate 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 and all, some, or none of the three Bid Alternates.

#### **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 each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternate under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section.
- E. There will be no lag time between the Base Bid and selected Bid Alternate(s).

#### **BASE BID:**

The Base Bid represents the work necessary to construct the majority of the project excluding landscaping elements and underpass aesthetic treatments.

## **SCHEDULE OF ALTERNATIVES:**

- A. Bid Alternate No. 1 represents the work necessary to construct the hardscape landscape features of the project. See the Contract Documents for additional information.
- B. Bid Alternate No. 2 represents the work necessary to construct the underpass aesthetic features. See the Contract Documents for additional information.
- C. Bid Alternative No. 3 represents the work necessary to complete the landscape planting. See the Contract Documents for additional information.

## **SEQUENCING / PHASING REQUIREMENTS**

There will be no separate sequencing or phasing requirements of the Base Bid and Bid Alternates. There will be no lag time between the Base Bid and Bid Alternate(s).

**END OF NOTICE**

September 15, 2015

## NOTICE TO CONTRACTORS

### Landscape Complete – Itemized List

CN S100390

An itemized list is required on this Project. The total Bid Item Unit Price for 664000 – Landscape Complete shall reflect all costs associated with the completion of the itemized list.

The Bidder shall submit the completed itemized list before Bid Opening. The Bidder shall submit the itemized list in the form of a zip file to the file attachment upload folder in the expedite .EBS file through Bid Express before Bid Opening. Refer to this Project's Advertisement for questions regarding this process.

**Failure to comply with NTC shall result in the Bidder's Bid being rejected as non-responsive.**

If quantities are increased or decreased the itemized list will be used to determine payment to the Contractor for the quantities of actual Work Accepted.

The total Lump Sum costs derived from the completed itemized list shall be entered in the Bid Schedule for the following Bid Item Number 664000 – Landscape Complete (LUMP SUM)

#### ITEMIZED LIST (ITEM DESCRIPTION)

LINE ITEM	DESCRIPTION	UNITS	EST. QUAN	UNIT PRICE	PRICE
1	PORPHYRY INLAID INTO CONCRETE TRAIL	SF	135		
2	PORPHYRY ON TRAIL SHOULDERS, LINING ACEQUIA CHANNEL	SF	1445		
3	RECYCLED CONCRETE PADS	SF	3370		
4	DRYSTACK STONE WALL AROUND PONDS	LF	160		
5	BOULDERS	EACH	130		
6	SPLIT FACE STONES FOR TREE RINGS	LF	210		
7	CHECK DAM DRY STACK	LF	10		
8	COBBLE GROUND COVER 6-8" (BUFF COLOR W/ ROUGH EDGES)	SF	6325		
9	COBBLE SWALE	SF	2765		
10	POND GROUND COVER 3/4"	SF	350		

11	GROUND COVER 3/4"	SF	10600		
12	GROUND COVER 3/8"	SF	1475		
13	COMPACTED TOP SOIL w/out STABILIZERS	SF	10415		
14	INFILTRATION SPONGE TRENCH	LF	80		
15	TILLED TOP SOIL	SF	23800		
16	PARKWAY PLANTER TILLED	SF	550		
<b>ITEM DESCRIPTION (LUMP SUM) = (Sum of Line Items 1 thru 16)</b>					<b>\$</b>

All unit prices listed above shall be considered as complete in place inclusive of all labor and materials required to complete the work, as detailed in the construction plans, and no separate measurement or payment will be made.

**END OF NOTICE**

September 15, 2015

## NOTICE TO CONTRACTORS

### Artwork Complete – Itemized List

**CN S100390**

An itemized list is required on this Project. The total Bid Item Unit Price for 667003 – Artwork Complete shall reflect all costs associated with the completion of the itemized list.

The Bidder shall submit the completed itemized list before Bid Opening. The Bidder shall submit the itemized list in the form of a zip file to the file attachment upload folder in the expedite .EBS file through Bid Express before Bid Opening. Refer to this Project's Advertisement for questions regarding this process.

**Failure to comply with NTC shall result in the Bidder's Bid being rejected as non-responsive.**

If quantities are increased or decreased the itemized list will be used to determine payment to the Contractor for the quantities of actual Work Accepted.

The total Lump Sum costs derived from the completed itemized list shall be entered in the Bid Schedule for the following Bid Item Number 667003 – Artwork Complete (LUMP SUM)

#### **ITEMIZED LIST (ITEM DESCRIPTION)**

LINE ITEM	DESCRIPTION	UNITS	EST. QUAN	UNIT PRICE	PRICE
1	STEEL RIBS AND LIGHT SHIELD	EACH	14		
2	TRANSLUCENT PANELS AND FRAMES	EACH	14		
3	SHADOW MAKER BIRDS	EACH	80		
4	MEDIAN RAINMAKERS (FRAME, VERTICAL & FASTENERS)	EACH	30		
5	SPECIALTY CONCRETE STAIN (LITHOCROME)	GAL	33		
6	FORMLINER (SOUTH WALL SINE WAVE W/ TORN EDGE)	EA	1		
7	FORMLINER (NORTH WALL CONCAVE RADIUS SINE WAVE)	EA	1		
8	FORMLINER (NORTH WALL FLAT TEXTURE)	EA	1		
ITEM DESCRIPTION (LUMP SUM) = (Sum of Line Items 1 thru 8)					\$

All unit prices listed above shall be considered as complete in place inclusive of all labor and materials required to complete the work, as detailed in the construction plans, and no separate measurement or payment will be made.

**END OF NOTICE**

September 15, 2015

## NOTICE TO CONTRACTORS

### Miscellaneous Landscaping – Itemized List

CN S100390

An itemized list is required on this Project. The total Bid Item Unit Price for 667004 – Miscellaneous Landscaping shall reflect all costs associated with the completion of the itemized list.

The Bidder shall submit the completed itemized list before Bid Opening. The Bidder shall submit the itemized list in the form of a zip file to the file attachment upload folder in the expedite .EBS file through Bid Express before Bid Opening. Refer to this Project's Advertisement for questions regarding this process.

**Failure to comply with NTC shall result in the Bidder's Bid being rejected as non-responsive.**

If quantities are increased or decreased the itemized list will be used to determine payment to the Contractor for the quantities of actual Work Accepted.

The total Lump Sum costs derived from the completed itemized list shall be entered in the Bid Schedule for the following Bid Item Number 667004 – Miscellaneous Landscaping (LUMP SUM)

#### ITEMIZED LIST (ITEM DESCRIPTION)

LINE ITEM	DESCRIPTION	UNITS	EST. QUAN	UNIT PRICE	PRICE
1	SHADE TREES	EACH	12		
2	STREETSCAPE TREES	EACH	8		
3	SPONGE TREES	EACH	11		
4	NATIVE TREES	EACH	12		
5	ORNAMENTAL TREES	EACH	16		
6	FRUIT TREES	EACH	4		
7	PINON PINE	EACH	13		
8	DECIDUOUS SHRUBS & GRASSES	EACH	33		
ITEM DESCRIPTION (LUMP SUM) = (Sum of Line Items 1 thru 8)					\$

All unit prices listed above shall be considered as complete in place inclusive of all labor and materials required to complete the work, as detailed in the construction plans, and no separate measurement or payment will be made.

**END OF NOTICE**

September 8, 2015

## NOTICE TO CONTRACTORS

### Metal Railing

CN S100390

#### Item 543100 Metal Railing, Pedestrian and Item 607080 Pedestrian / Bicycle Railing

The metal to be supplied for the metal railing shall be weathered steel except for the 1" pipe handrail, which should be galvanized. 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 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 543100 and 607079 and no additional payment will be made.

September 15, 2015

## NOTICE TO CONTRACTORS

### Existing Permanent Signing

**CN S100390**

The Contractor shall survey, remove, store, and reset all the existing signage as depicted in the construction plans. This work will include the following:

1. Surveying – The Contractor shall survey the location of the existing signs prior to their removal. The survey data will be used to reset the signs in their original station location unless approved otherwise.
2. Removal – The Contractor shall carefully remove the existing permanent signs in a manner that will enable the signs to be salvaged and reset when necessary.
3. Storage – The Contractor shall store the existing signs and related hardware in a secure and sheltered location to ensure the signs are not damaged in any way. In the event signs or hardware are scratched, bent, lost, etc. the materials and labor costs associated to replace said signs and hardware shall be born solely by the Contractor at no expense to the owner.
4. Resetting – The Contractor shall reset the signs in their original station location and height requirements and in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) including applicable specifications and NMDOT standard drawings.

The Contractor and the Owner or the owner's representative shall inventory the condition of the existing signs prior to the beginning of construction activities. The pre-construction inventory shall be used as a basis for identifying damaged signs that need to be replaced by the Contractor prior to final project acceptance. If the Contractor fails to replace the identified signs in a timely manner the Owner may replace them on its own behalf. If the Owner has to perform this work on its own the Owner will deduct the cost of the replacement from compensation due, or to become due to the Contractor.

This work shall be considered incidental to the completion of the project and no separate measurement or payment will be made therefor.

**END OF NOTICE**

September 15, 2015

## NOTICE TO CONTRACTORS

### Damage to Existing Roadway

CN S100390

The Contractor shall take all necessary precautions to maintain the integrity of the existing roadway surface during construction of this project.

The Contractor is hereby advised that any damage to the existing roadway surface, outside of the reconstruction limits on St. Francis Drive, due to construction activities will need to be restored to its pre-construction condition, or better, prior to final project acceptance. The materials and labor costs associated to perform this work shall be born solely by the Contractor at no expense to the owner.

The Contractor and the Owner or the owner's representative shall inventory the condition of the existing roadway prior to the beginning of construction activities. The method to inventory the pre-construction condition shall be agreed to by the Contractor and the Owner. If a method can not be agreed upon jointly the Owner reserves the right to direct the Contractor to use video documentation. The pre-construction inventory shall be used as a basis for identifying locations that need to be restored by the Contractor prior to final project acceptance. If the Contractor fails to restore the identified locations in a timely manner the Owner may begin restoration on its own behalf. If the Owner has to perform this work on its own behalf the Owner will deduct the cost of the restoration from compensation due, or to become due to the Contractor.

END OF NOTICE

# NOTICE TO CONTRACTORS

## ADA Construction Inspection Procedure

CN S100390

### General Comments

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

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

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

### ADA Construction Compliance Requirement:

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

### Construction Inspection Procedure

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

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

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

- Only a 24 inch electronic digital ("Smart") level with 0.1% slope accuracy shall be permitted for ADA construction and inspection Acceptance.
- The Contractor and the NMDOT shall calibrate each Smart level prior to performing the next step.
- The Contractor and NMDOT shall select which curb ramp form best aligns with the type to be inspected.
- Before scheduling delivery of concrete, the Contractor and NMDOT shall complete the Pre-Pour Inspection Form verifying that the concrete formwork is constructed to dimensions and grades shown on plans and meets PROWAG, 2011 technical design criteria and NMDOT Construction Plans.
- The NMDOT inspector will verify measurements on the Pre-Pour Form meet the requirements or require correction of all discrepancies in accordance with Standard Specification 105.11 "Removal of Unacceptable and Unauthorized Work", before scheduling of concrete to ensure the finished concrete Work will meet PROWAG and NMDOT Construction Plans.
- When all measurements meet the Contract requirements then the NMDOT inspector will permit the concrete pour.
- Repeat the procedure using the Constructed Inspection Form after the concrete pour to ensure the curb ramp(s) meets PROWAG compliance and NMDOT Construction Plan design criteria.
- The NMDOT inspector will verify measurements on the Constructed Inspection Form for Acceptance of the Work. Unacceptable Work will be subject to Standard Specification 105.11 "Removal of Unacceptable and Unauthorized Work".

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

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



ADA Curb Ramp Documentation  
Type: Median – Area of Refuge

ADA Curb Ramp Documentation  
Type: Median – Area of Refuge

Constructed Inspection

		<p>ADA Curb Ramp Documentation Type: Median – Area of Refuge</p> <p>ADA Curb Ramp Documentation Type: Median – Area of Refuge</p> <p>Constructed Inspection</p>
<p>INSPECTOR SIGNATURE: _____</p> <p>PRINT NAME: _____</p> <p>CONTRACTOR: _____</p> <p>CONTRACTOR SIGNATURE: _____</p> <p>LEVEL CALIBRATION NMDOT INSPECTOR INITIAL _____ DATE _____ CONTRACTOR INITIAL _____ DATE _____</p>		<p>NMDOT PROJECT #: _____</p> <p>NMDOT DISTRICT #: _____</p> <p>CURB RAMP MP #: _____</p> <p>STA: _____ OFFSET: _____</p> <p>LEVEL CALIBRATION NMDOT INSPECTOR INITIAL _____ DATE _____ CONTRACTOR INITIAL _____ DATE _____</p>
<p>*FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT*</p>		

		<p>ADA Curb Ramp Documentation Type: Median – Area of Refuge</p> <p>ADA Curb Ramp Documentation Type: Median – Area of Refuge</p> <p>Constructed Inspection</p>
<p>INSPECTOR SIGNATURE: _____</p> <p>PRINT NAME: _____</p> <p>CONTRACTOR: _____</p> <p>CONTRACTOR SIGNATURE: _____</p> <p>LEVEL CALIBRATION NMDOT INSPECTOR INITIAL _____ DATE _____ CONTRACTOR INITIAL _____ DATE _____</p>		<p>NMDOT PROJECT #: _____</p> <p>NMDOT DISTRICT #: _____</p> <p>CURB RAMP MP #: _____</p> <p>STA: _____ OFFSET: _____</p> <p>LEVEL CALIBRATION NMDOT INSPECTOR INITIAL _____ DATE _____ CONTRACTOR INITIAL _____ DATE _____</p>
<p>*FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT*</p>		

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

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

<p>INSPECTOR SIGNATURE: _____</p> <p>PRINT NAME: _____</p> <p>CONTRACTOR: _____</p> <p>CONTRACTOR SIGNATURE: _____</p> <p>LEVEL CALIBRATION NMDOT INSPECTOR INITIAL _____ DATE _____ CONTRACTOR INITIAL _____ DATE _____</p>	<p>NMDOT PROJECT #: _____</p> <p>NMDOT DISTRICT #: _____</p> <p>CURB RAMP MP #: _____</p> <p>STA: _____ OFFSET: _____</p> <p>LEVEL CALIBRATION NMDOT INSPECTOR INITIAL _____ DATE _____ CONTRACTOR INITIAL _____ DATE _____</p>
<p>*FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT*</p>	

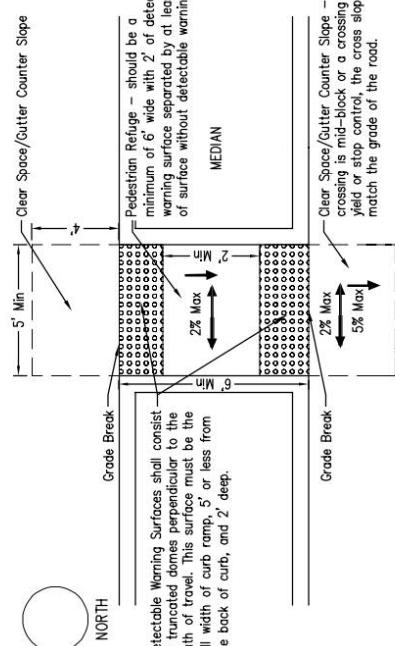


ADA Curb Ramp Documentation  
Type: Median – Area of Refuge



ADA Curb Ramp Documentation  
Type: Median – Area of Refuge

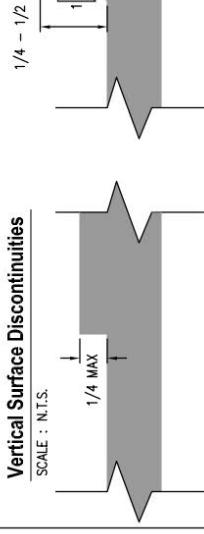
**COMMENTS:**



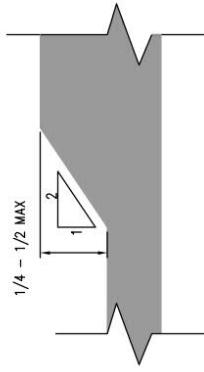
**Vertical Surface Discontinuities**

SCALE : N.T.S.

1/4 MAX



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



Pedestrian Refuge – should be a minimum of 6' wide with 2' of detectable warning surface separated by at least 2' of surface without detectable warning

MEDIAN



ADA Curb Ramp Documentation  
Type: Mid-Block Parallel

## Pre-Pour Inspection



## Pre-Pour Inspection

## Constructed Inspection

ADA Curb Ramp Documentation  
Type: Mid-Block Parallel



NORTH



ADA Curb Ramp Documentation

## Pre-Pour Inspection

ADA Curb Ramp Documentation  
Type: Mid-Block Parallel

100

NORTH

STREET NAME: \_\_\_\_\_

GRADE BREAK

STREET NAME

STREET NAME

INSPECTOR SIGNATURE: \_\_\_\_\_

INSPECTOR SIGNATURE: _____	NMDOT PROJECT #:		
PRINT NAME: _____	NMDOT DISTRICT #:		
CONTRACTOR: _____	CURB RAMP MP#:		
CONTRACTOR SIGNATURE: _____	LEVEL CALIBRATION	DATE _____	OFFSET:
NMDOT INSPECTOR INITIAL _____	CONTRACTOR INITIAL _____	DATE _____	CORNER:
CONTRACTOR INITIAL _____		DATE _____	CITY/STATE: _____

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

\*FINAL ACCEPTANCE OF CURE RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT.

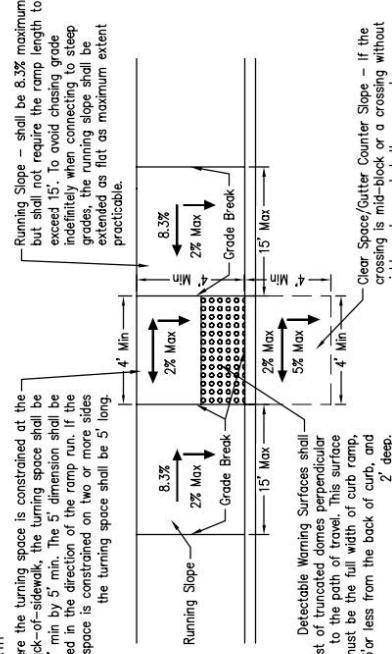
ADA Curb Ramp Documentation  
Type: Mid-Block Parallel

ADA Curb Ramp Documentation  
Type: Mid-Block Parallel

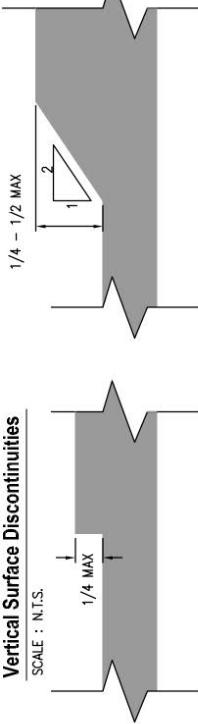


**COMMENTS:**

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



**Vertical Surface Discontinuities**



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

ADA Curb Ramp Documentation  
Type: Mid-Block Parallel

ADA Curb Ramp Documentation  
Type: Mid-Block Parallel

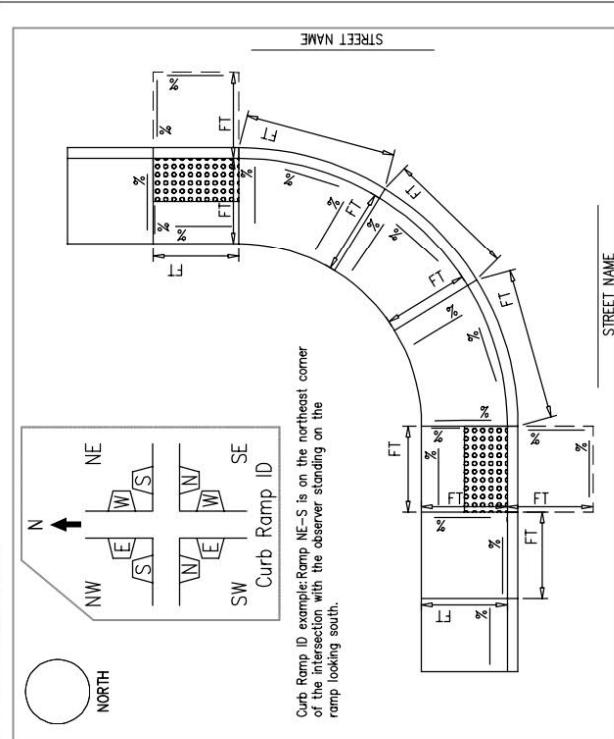
**COMMENTS:**



ADA Curb Ramp Documentation  
Type: Parallel (Directional)  
Pre-Pour Inspection



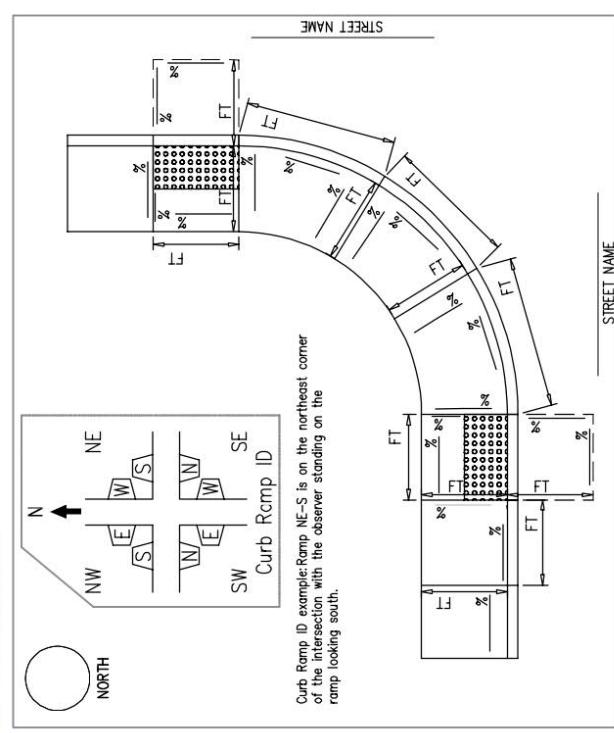
ADA Curb Ramp Documentation  
Type: Parallel (Directional)  
Constructed Inspection



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

INSPECTOR SIGNATURE: _____	NMDOT PROJECT #: _____
PRINT NAME: _____	NMDOT DISTRICT #: _____
CONTRACTOR: _____	CURB RAMP MP #: _____
CONTRACTOR SIGNATURE: _____	STA: _____ OFFSET: _____
LEVEL CALIBRATION	CORNER: _____
NMDOT INSPECTOR INITIAL _____ DATE _____	CITY/STATE: _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____	DATE: _____

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



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

INSPECTOR SIGNATURE: _____	NMDOT PROJECT #: _____
PRINT NAME: _____	NMDOT DISTRICT #: _____
CONTRACTOR: _____	CURB RAMP MP #: _____
CONTRACTOR SIGNATURE: _____	STA: _____ OFFSET: _____
LEVEL CALIBRATION	CORNER: _____
NMDOT INSPECTOR INITIAL _____ DATE _____	CITY/STATE: _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____	DATE: _____

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

## ADA Curb Ramp Documentation

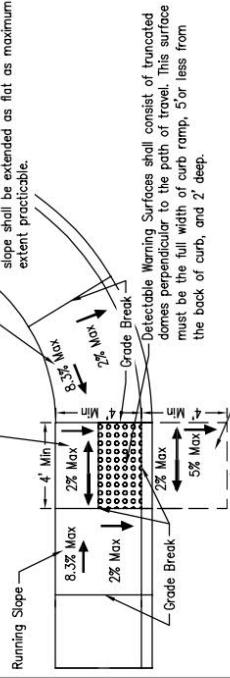
Type: Parallel (Directional)



ADA Curb Ramp Documentation  
Type: Parallel (Directional)



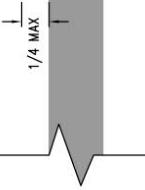
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.



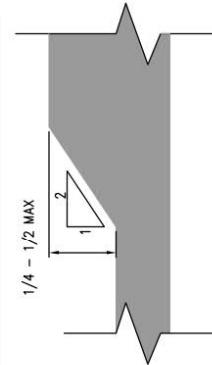
Clear Space/Gutter Counter Slope – If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.

### Vertical Surface Discontinuities

SCALE : N.I.S.



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



ADA Curb Ramp Documentation  
Type: Parallel (Directional)

## COMMENTS:



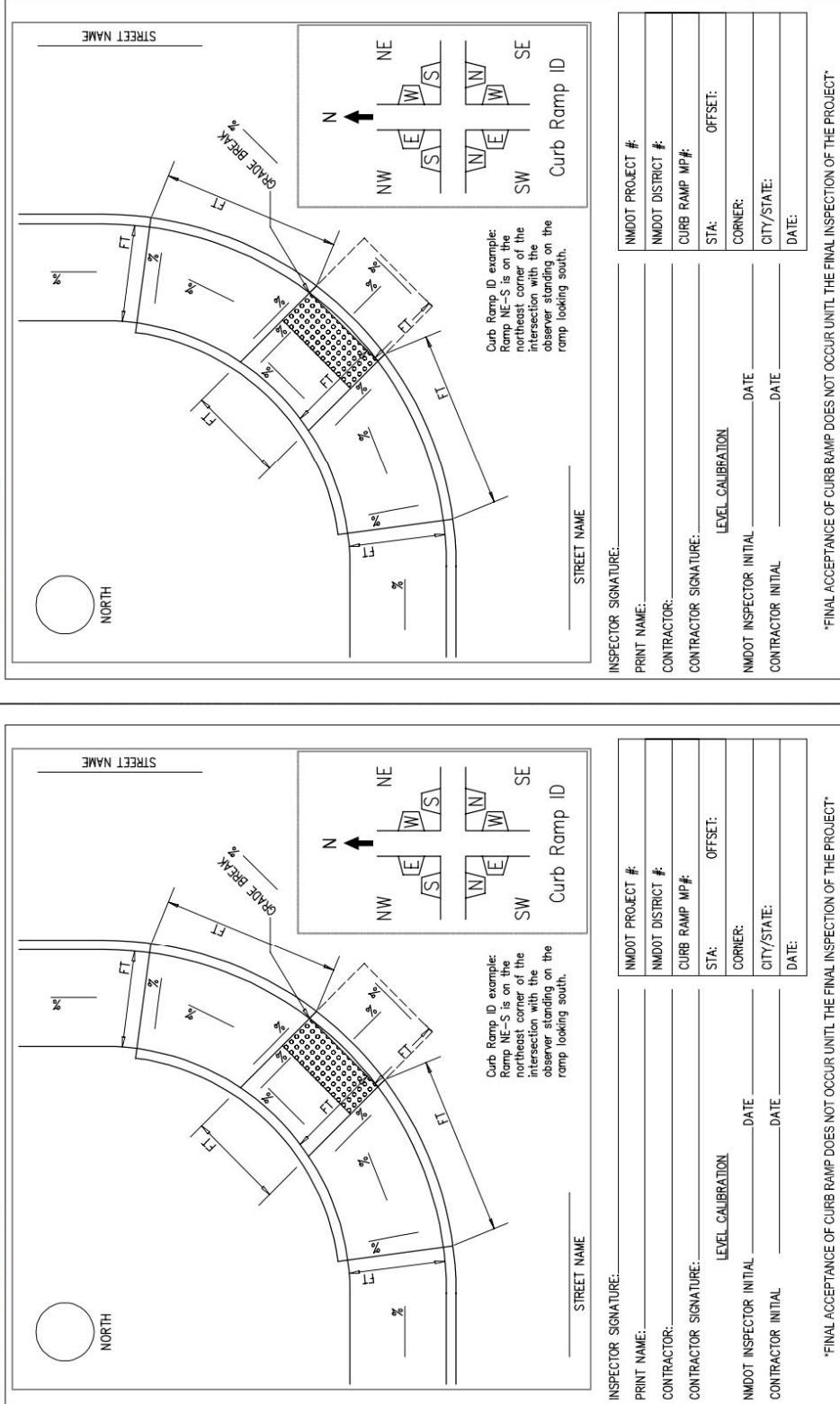
ADA Curb Ramp Documentation  
Type: Parallel (Directional)



ADA Curb Ramp Documentation  
Type: Parallel (Diagonal)

## ADA Curb Ramp Documentation Two: Parallel (Diagonal)

### Pre-Pour Inspection



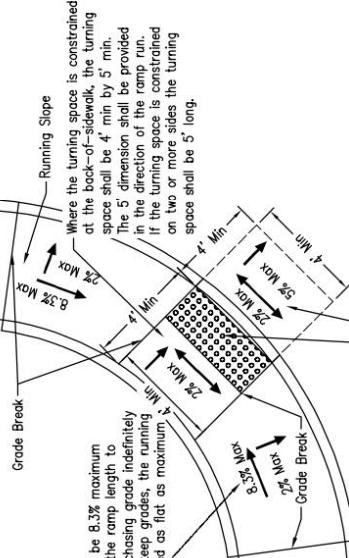
ADA Curb Ramp Documentation  
Type: Parallel (Diagonal)



ADA Curb Ramp Documentation  
Type: Parallel (Diagonal)

**COMMENTS:**

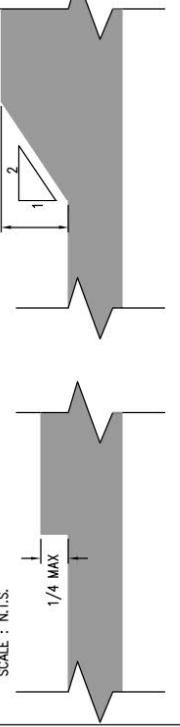
Running Slope – shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid crossing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum, extent practicable.



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

**Vertical Surface Discontinuities**

SCALE : N.T.S.



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

ADA Curb Ramp Documentation  
Type: Parallel (Diagonal)





ADA Curb Ramp Documentation  
Type: Perpendicular— Detached Walk  
Pre-Pour Inspection

ADA Curb Ramp Documentation  
Type: Perpendicular— Detached Walk  
Constructed Inspection

STREET NAME \_\_\_\_\_

NORTH

GRADE BREAK: 2%

STREET NAME \_\_\_\_\_

NE

SW

SE

Curb Ramp ID

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

INSP. SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

NMDOT PROJECT #: \_\_\_\_\_

NMDOT DISTRICT #: \_\_\_\_\_

CURB RAMP MP #: \_\_\_\_\_

STA: \_\_\_\_\_ OFFSET: \_\_\_\_\_

LEVEL CALIBRATION \_\_\_\_\_

CORNER: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

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

STREET NAME \_\_\_\_\_

NORTH

GRADE BREAK: 2%

STREET NAME \_\_\_\_\_

NE

SW

SE

Curb Ramp ID

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

INSP. SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

NMDOT PROJECT #: \_\_\_\_\_

NMDOT DISTRICT #: \_\_\_\_\_

CURB RAMP MP #: \_\_\_\_\_

STA: \_\_\_\_\_ OFFSET: \_\_\_\_\_

LEVEL CALIBRATION \_\_\_\_\_

CORNER: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

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



## ADA Curb Ramp Documentation

WORT

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

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

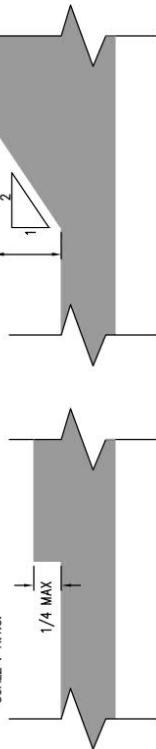
Flared sides - 10% Max measured parallel to curb line

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

curb ramp, 3 or less from the back of curb, and 2' deep.

## Vertical Surface Discontinuities

SCALE : N.T.S.

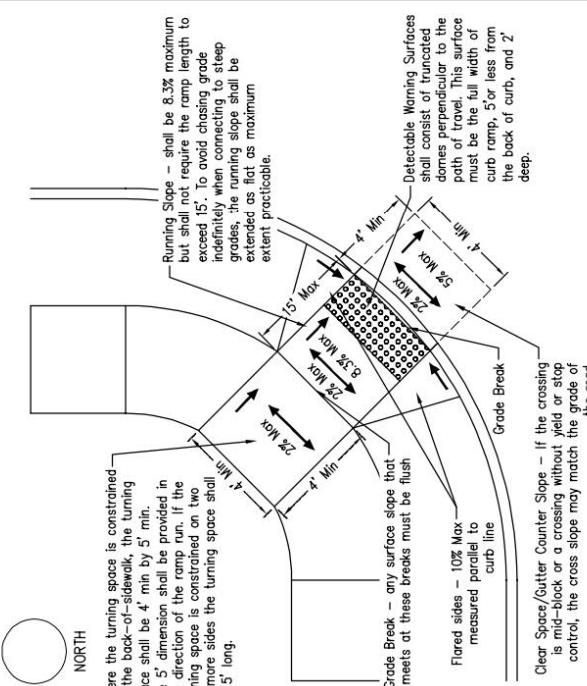


Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.



ADA Curb Ramp Documentation  
Type: Perpendicular— Detached Walk

**COMMENTS:**





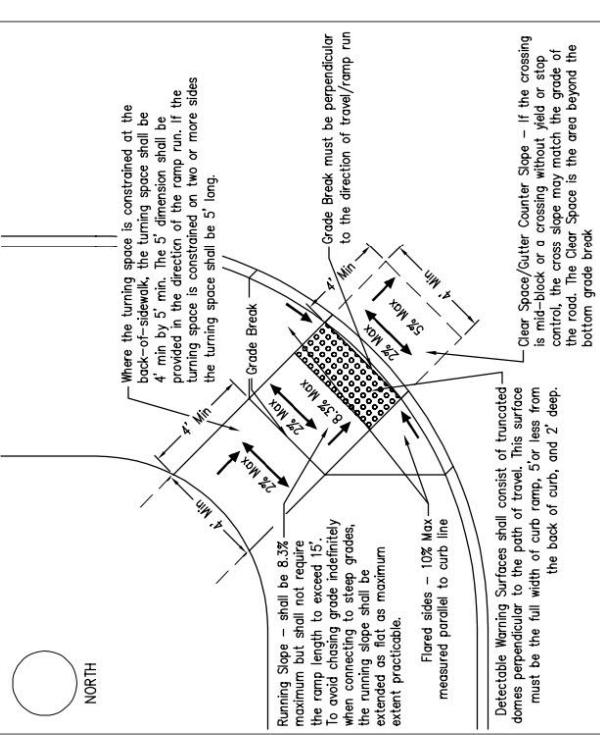


## ADA Curb Ramp Documentation Type: Perpendicular (Diagonal)



## ADA Curb Ramp Documentation Type: Perpendicular (Diagonal)

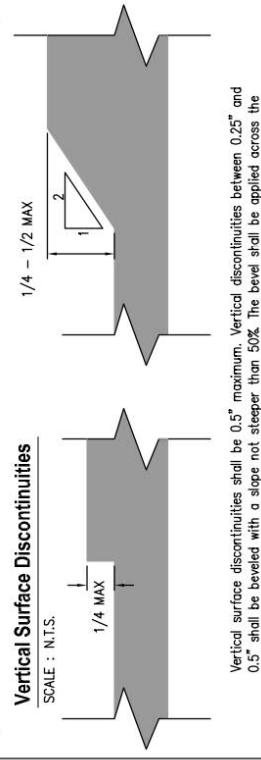
**COMMENTS:**



## Vertical Surface Discontinuities

---

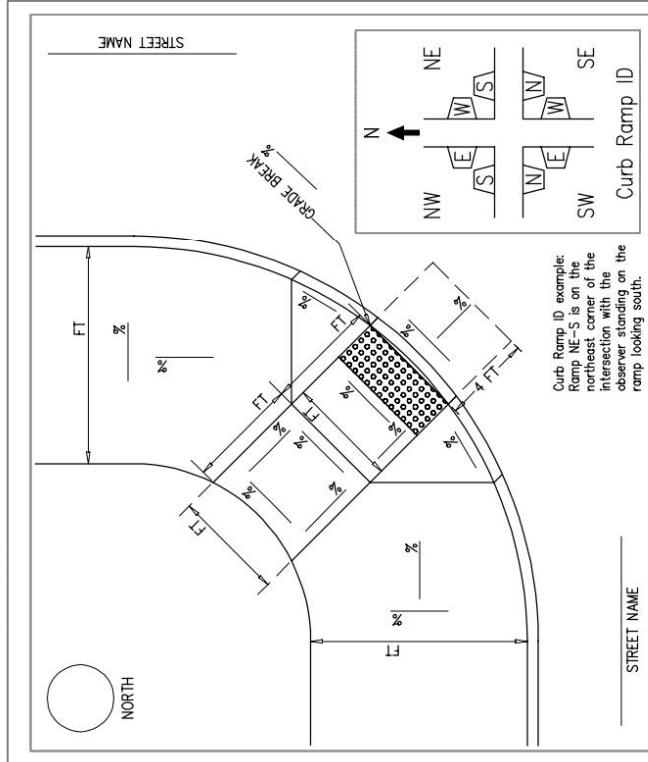
1/4 - 1/2 MA



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



ADA Curb Ramp Documentation  
Type: Perpendicular (Diagonal)

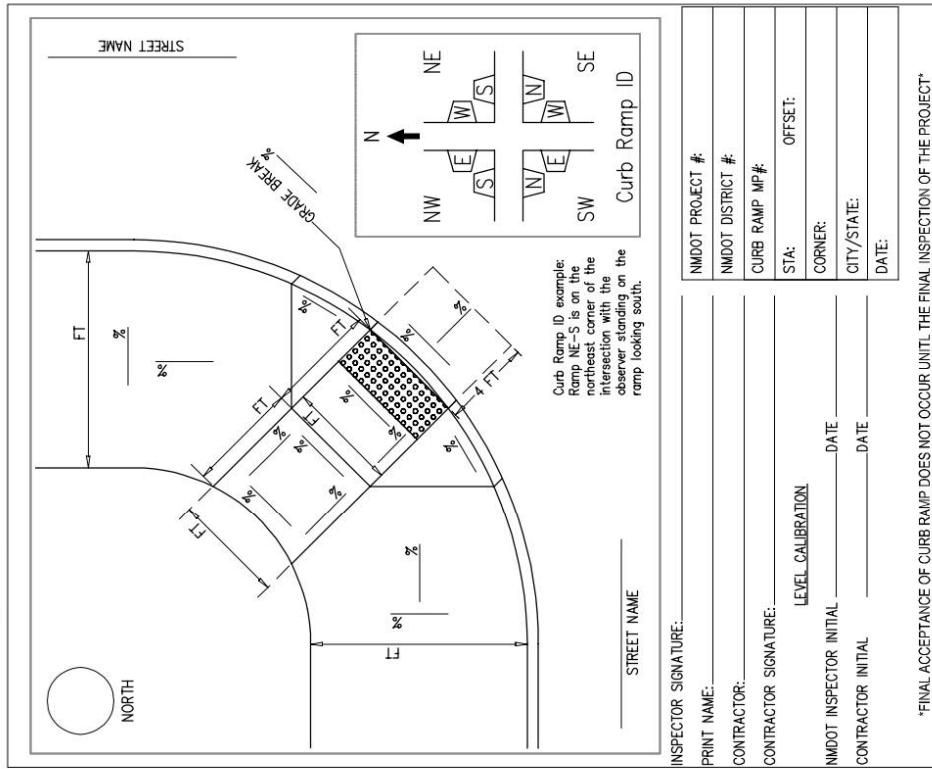


INSPECTOR SIGNATURE: _____	NMDOT PROJECT #: _____
PRINT NAME: _____	NMDOT DISTRICT #: _____
CONTRACTOR: _____	CURB RAMP MP #: _____
CONTRACTOR SIGNATURE: _____	STA: _____ OFFSET: _____
LEVEL CALIBRATION	CORNER: _____
NMDOT INSPECTOR INITIAL _____ DATE _____	CONTRACTOR INITIAL _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____	CONTRACTOR INITIAL _____ DATE _____

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



ADA Curb Ramp Documentation  
Type: Perpendicular (Diagonal)



INSPECTOR SIGNATURE: _____	NMDOT PROJECT #: _____
PRINT NAME: _____	NMDOT DISTRICT #: _____
CONTRACTOR: _____	CURB RAMP MP #: _____
CONTRACTOR SIGNATURE: _____	STA: _____ OFFSET: _____
LEVEL CALIBRATION	CORNER: _____
NMDOT INSPECTOR INITIAL _____ DATE _____	CONTRACTOR INITIAL _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____	CONTRACTOR INITIAL _____ DATE _____

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

ADA Curb Ramp Documentation  
Type: Perpendicular (Diagonal)

ADA Curb Ramp Documentation  
Type: Perpendicular (Diagonal)

ADA Curb Ramp Documentation  
Type: Perpendicular (Diagonal)

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



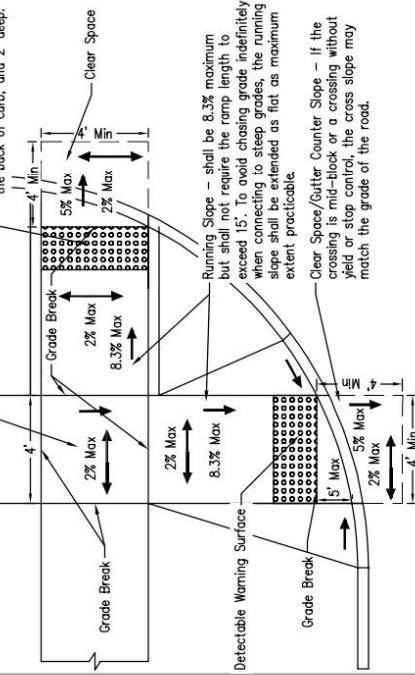


ADA Curb Ramp Documentation  
Type: Perpendicular (Directional)



**COMMENTS:**

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



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

Clear Space

Min

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

8.3% Max

2% Max

5% Max

2% Max

5' Max

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

5' Max

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

2% Max

4' Min

2% Max

8.3% Max

2% Max

5% Max

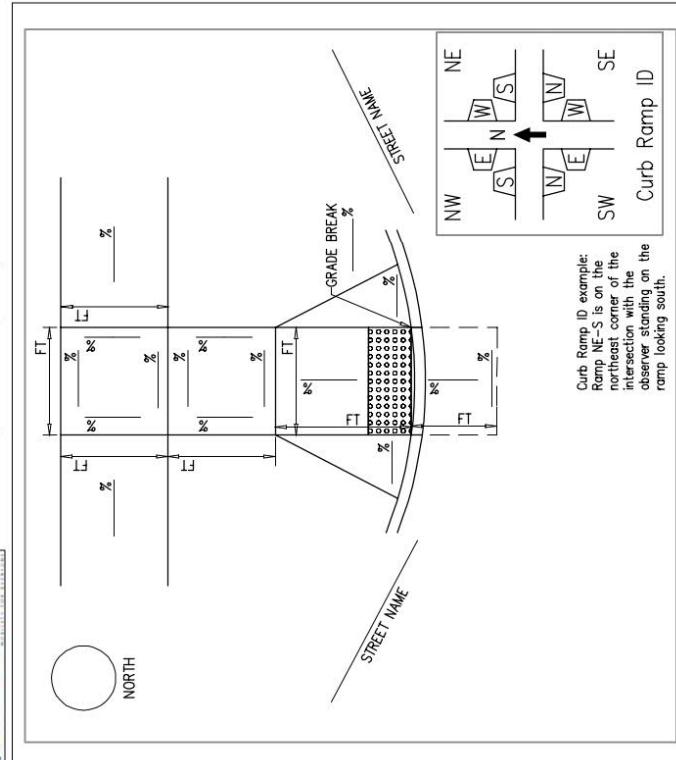
2% Max

4' Min

2% Max

8.

	ADA Curb Ramp Documentation	Pre-Pour Inspection
	Type: Perpendicular (Radial)	

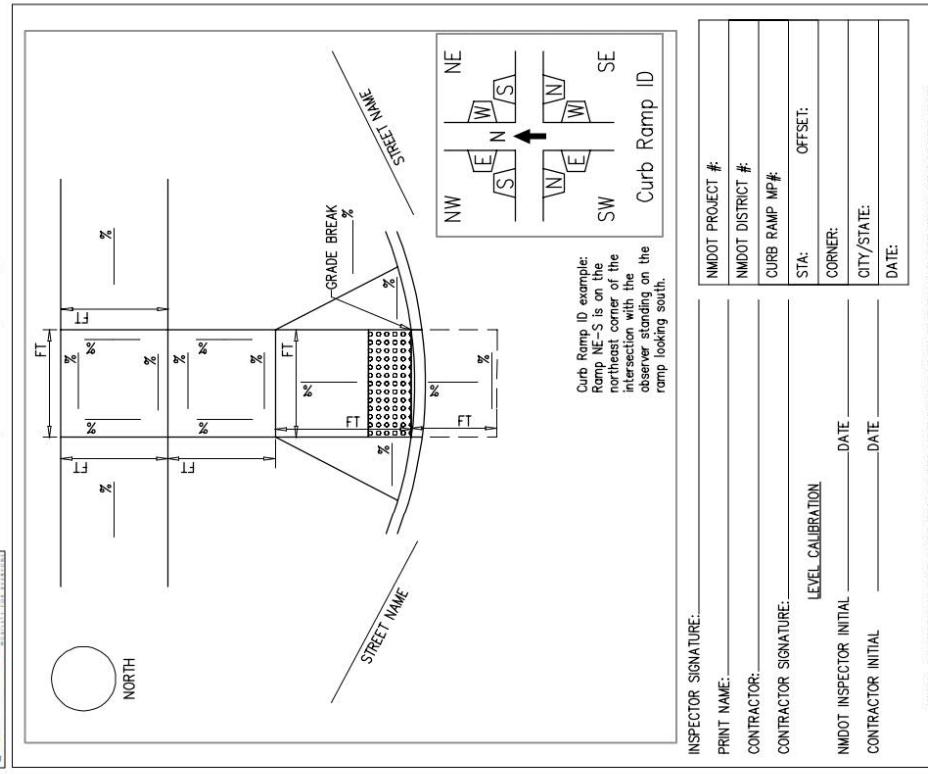


INSPECTOR SIGNATURE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

NMDOT PROJECT #:	NMDOT DISTRICT #:
CURB RAMP MP#:	STA: OFFSET: CONTRACTOR SIGNATURE: _____
CONTRACTOR SIGNATURE: _____	LEVEL CALIBRATION: _____
NMDOT INSPECTOR INITIAL _____ DATE _____	CONTRACTOR INITIAL _____ DATE _____

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

	ADA Curb Ramp Documentation	Constructed Inspection
	Type: Perpendicular (Radial)	



INSPECTOR SIGNATURE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

NMDOT PROJECT #:	NMDOT DISTRICT #:
CURB RAMP MP#:	STA: OFFSET: CONTRACTOR SIGNATURE: _____
CONTRACTOR SIGNATURE: _____	LEVEL CALIBRATION: _____
NMDOT INSPECTOR INITIAL _____ DATE _____	CONTRACTOR INITIAL _____ DATE _____

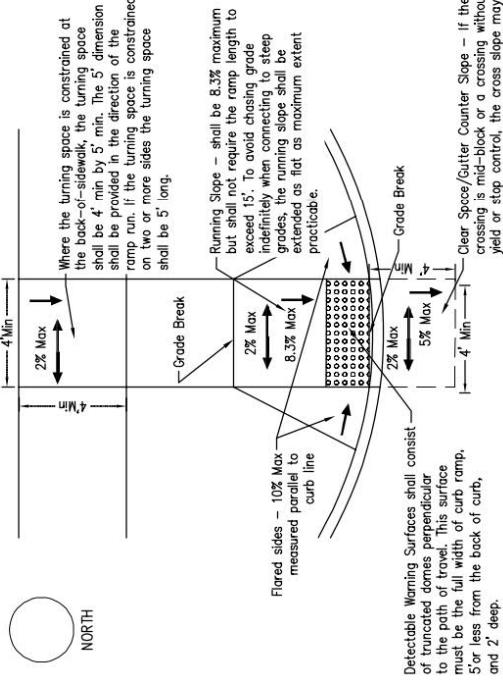
\*FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT\*

### ADA Curb Ramp Documentation

Type: Perpendicular (Radial)

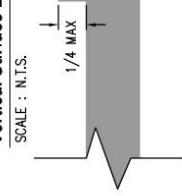


ADA Curb Ramp Documentation  
Type: Perpendicular (Radial)



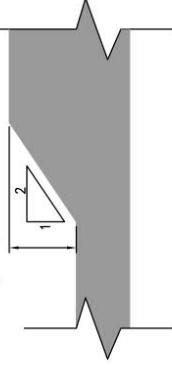
### Vertical Surface Discontinuities

SCALE : N.I.S.



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

1/4 - 1/2 MAX



ADA Curb Ramp Documentation  
Type: Perpendicular (Radial)



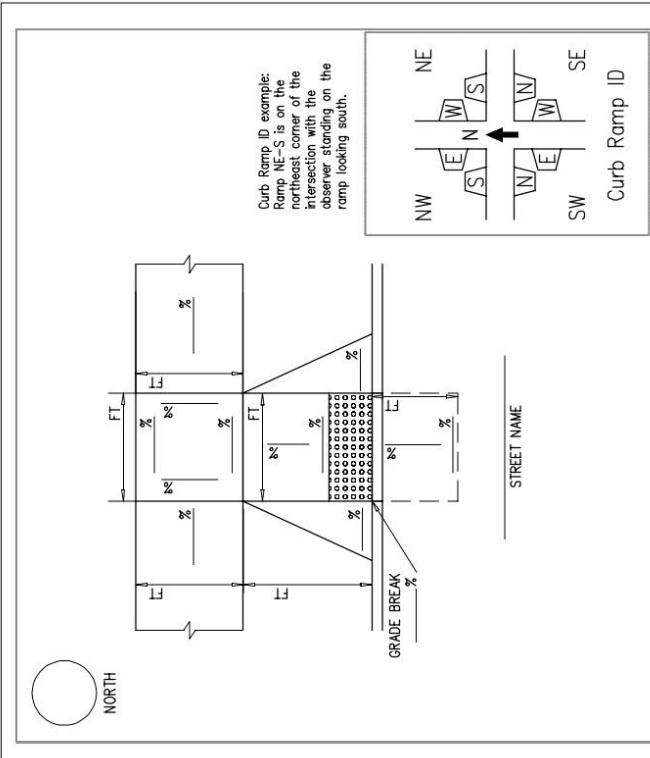
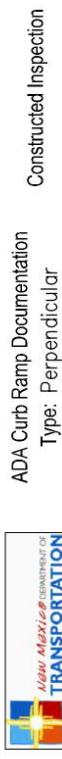
ADA Curb Ramp Documentation  
Type: Perpendicular (Radial)

### COMMENTS:

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

ADA Curb Ramp Documentation  
Type: Perpendicular  
Pre-Pour inspection

ADA Curb Ramp Documentation  
Type: Perpendicular  
Constructed Inspection



INSPECTOR SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

NMDOT PROJECT #: \_\_\_\_\_

NMDOT DISTRICT #: \_\_\_\_\_

CURB RAMP MP #: \_\_\_\_\_

STA: \_\_\_\_\_ OFFSET: \_\_\_\_\_

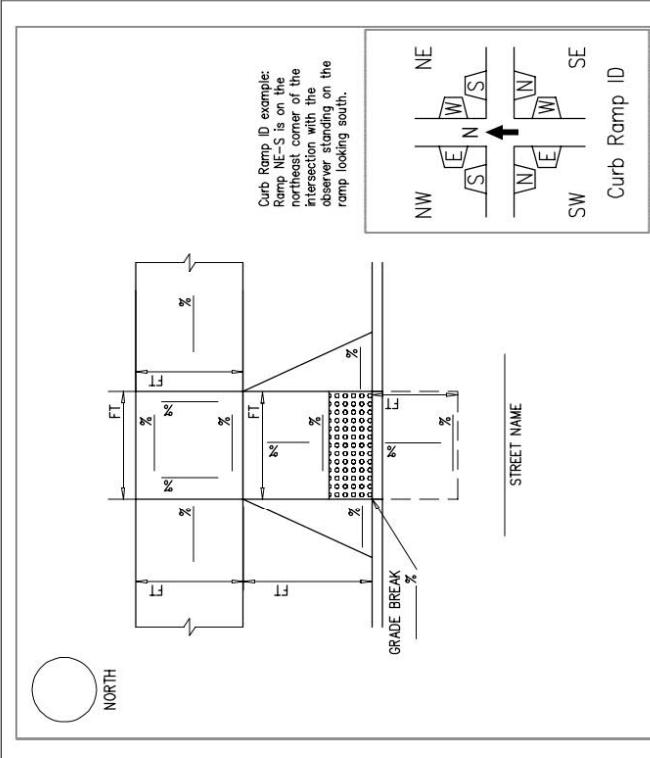
CORNER: \_\_\_\_\_

LEVEL CALIBRATION: \_\_\_\_\_

NMDOT INSPECTOR INITIAL \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTOR INITIAL \_\_\_\_\_ DATE \_\_\_\_\_

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



INSPECTOR SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

NMDOT PROJECT #: \_\_\_\_\_

NMDOT DISTRICT #: \_\_\_\_\_

CURB RAMP MP #: \_\_\_\_\_

STA: \_\_\_\_\_ OFFSET: \_\_\_\_\_

CORNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

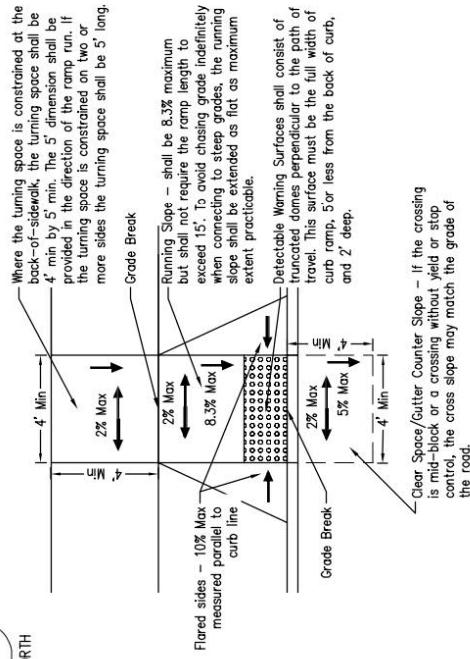
ADA Curb Ramp Documentation  
Type: Perpendicular



ADA Curb Ramp Documentation  
Type: Perpendicular

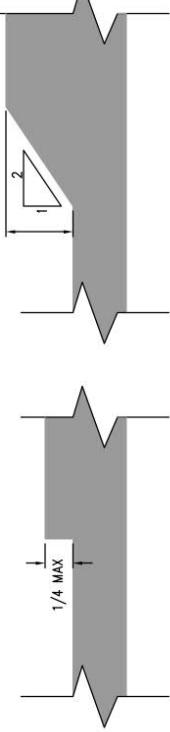


**COMMENTS:**

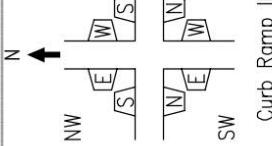


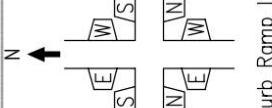
**Vertical Surface Discontinuities**

SCALE : N.T.S.



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

<p style="text-align: center;"><b>ADA Curb Ramp Documentation</b></p> <p>Type: Blank Curb Ramp</p> <p><b>ADA Pre-Pour Inspection</b></p>	
<p style="text-align: center;">STREET NAME _____</p>	
 <p><b>STREET NAME</b> _____</p> <p><b>STREET NAME</b> _____</p> <p><b>INSPECTOR SIGNATURE:</b> _____</p> <p><b>PRINT NAME:</b> _____</p> <p><b>CONTRACTOR:</b> _____</p> <p><b>CONTRACTOR SIGNATURE:</b> _____</p> <p><b>LEVEL CALIBRATION</b></p> <p><b>NMUDOT INSPECTOR INITIAL</b> _____ <b>DATE</b> _____</p> <p><b>CONTRACTOR INITIAL</b> _____ <b>DATE</b> _____</p>	
<p><b>Curb Ramp ID example:</b> Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.</p> <p><b>NORTH</b></p>	
<p><b>NMUDOT PROJECT #:</b> _____</p> <p><b>NMUDOT DISTRICT #:</b> _____</p> <p><b>CURB RAMP MP#:</b> _____</p> <p><b>STA:</b> _____ <b>OFFSET:</b> _____</p> <p><b>CORNER:</b> _____</p> <p><b>CITY/STATE:</b> _____</p> <p><b>DATE:</b> _____</p>	
<p><small>*FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT*</small></p>	

 <b>NEW MEXICO DEPARTMENT OF TRANSPORTATION</b> <small>AN AFFILIATE OF THE STATE</small>		<b>Constructed Inspection</b>	
<b>ADA Curb Ramp Documentation</b> <b>Type: Blank Curb Ramp</b>		<b>STREET NAME</b> 	
 <b>NORTH</b>		<b>Curb Ramp ID</b> <b>STREET NAME</b> <b>Curb Ramp ID example:</b> <b>Ramp NE-S is on the</b> <b>northeast corner of the</b> <b>intersection with the</b> <b>observer standing on the</b> <b>ramp looking south.</b>	
<b>INSPECTOR SIGNATURE:</b> _____ <b>PRINT NAME:</b> _____		<b>NMDOT PROJECT #:</b> _____ <b>NMDOT DISTRICT #:</b> _____ <b>CURB RAMP MP#:</b> _____ <b>STA:</b> _____ <b>OFFSET:</b> _____ <b>CORNER:</b> _____ <b>CITY/STATE:</b> _____ <b>DATE:</b> _____	
<b>CONTRACTOR SIGNATURE:</b> _____ <b>LEVEL CALIBRATION</b> <b>NMDOT INSPECTOR INITIAL</b> _____ <b>DATE</b> _____ <b>CONTRACTOR INITIAL</b> _____ <b>DATE</b> _____		<small>*FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT*</small>	





Rail Bureau  
June 19, 2015

## NOTICE TO CONTRACTORS

### Acequia Trail Project Railroad Requirements

CN S100390

#### **Responsibilities of Trail Contractor**

- 1) The Trail Contractor is hereby advised of the sensitive nature of trail construction operations within or adjacent to Railroad Right of Way and the caution with which such operations shall be conducted. As such, consideration for, but not limited to, the following items are imperative when bidding the Project, as no Claims for delays shall be allowed.
- 2) All access by the Trail Contractor onto Railroad property shall be coordinated, in advance, through the City of Santa Fe (COSF) Project Manager, Leroy Pacheco at (505) 955-6853, Rob Fine with the NMDOT Rail Bureau at (505) 827-5133 and Matt Wylie with Rio Metro Regional Transit District at (505) 264-5105 ("Railroad") in order that **Permission for Railroad Right of Way Entry, Job Briefings and Railroad Flagging Protection** can be provided, when necessary, during periods of construction activity. This may take 60 to 90 days to process.
- 3) The Trail Contractor shall become familiar and adhere to all aspects set forth in the accompanying NMRX Railroad Requirements and the NMDOT Railroad Right of Way Entry Agreement between Trail Contractor and the NMDOT including Exhibit A: General Terms and Conditions and Exhibit B: Insurance Requirements.
- 4) No employee of the Trail Contractor, its Subcontractors, agents or invitees shall enter Railroad Right of Way without first executing a Right-of-Entry agreement with NMDOT and being issued a NMDOT Work permit.
- 5) The Trail Contractor shall have limited access to the Railroad Right of Way during this Project. Small rubberized vehicles and/or cranes will be allowed into the Railroad Right of Way at limited times. The Trail Contractor shall negotiate this access with NMDOT. All agreements for access shall be forwarded to the COSF Project Manager and NMDOT Rail Bureau Facilities Manager for concurrence and/or approval.
- 6) The Trail Contractor shall give advance notice to Railroad and NMDOT as required in the agreement before commencing Work in connection with construction upon, adjacent or over Railroad's Right of Way.

- 7) No employee of the Trail Contractor, its Subcontractors, agents or invitees shall enter railroad property without having completed Railway Contractor Safety Orientation, found on the web site, [www.contractororientation.com](http://www.contractororientation.com). The Trail Contractor shall ensure that each of its employees, Subcontractors, agents or invitees have received Railroad's Contractor Safety Orientation through internet sessions conducted by or through the Trail Contractor before any Work is performed on the Project and that each of its employees, Subcontractors, agents or invitees observe Railroad's rules and regulations. The Trail Contractor shall ensure that each of its employees, Subcontractors, agents or invitees have verification that they have completed the Safety Orientation and that every employee of the Trail Contractor, its Subcontractors, agents or Invitees have a card, in his or her possession, that is properly signed and dated certifying that they have received the Safety Orientation before entering Railroad Property. The Trail Contractor is responsible for paying the cost of the Safety Orientation. It is required that the Safety Orientation be renewed annually. Further clarification can be found on the web site or from the Railroad's Representative.
- 8) Railroad Protective and Flagging services shall be required when construction and/or any Work activity is located over or under and within twenty-five feet (25) feet from centerline of the nearest track. No Trail construction operations or equipment shall be located within this twenty-five (25) foot requirement without prior coordination with Railroad representatives and the Project Manager.
- 9) The Contractor shall be required to obtain and pay for Railroad Flagging as well as Railroad Protective Liability Insurance as set forth in the attached Railroad Right of Entry agreement. These cost shall be considered a part of the Contract and bid on as an "Actual Cost Basis". The Contractor shall take these costs into consideration when bidding the contract. No other payment will be provided to the Contractor for these costs.
- 10) The Trail Contractor shall be advised of potential signal lines near or within the Project; the Trail Contractor shall notify the Railroad prior to construction to have Railroad personnel place safety flagging material on all signal lines within the Project vicinity; the Trail Contractor shall prior to commencing Work every morning have daily meeting with all Project personnel advising them of a sensitive nature of the Railroad facilities and have daily safety meetings reminding employees when operating any vehicles; cranes or other construction equipment that these facilities are not to be damaged. If the contractor should damage these facilities, the Trail Contractor shall be liable for any costs associated with line impairment and repair.
- 11) The Trail Contractor shall not endanger or interfere with the safe and timely operation of NMRX trains and other operations.
- 12) All existing Railroad access roads shall be kept open during Trail construction operations. Extreme caution shall be taken to protect existing utilities and facilities within Railroad Right of Way.
- 13) The Trail Contractor shall notify Matt Wylie of Rio Metro Regional Transit District in advance as required in the Right of Entry agreement when requesting railroad flagging protection.

- 14) The Trail Contractor shall not commence construction activities until the Trail Contractor has given no less than thirty (30) Working days prior written notice to the COSF Project Manager and NMDOT Rail Bureau which notice shall state the time construction activities shall commence. All correspondence submitted to the Railroad shall reference CN S100390.
- 15) The Trail Contractor shall contact the Railroad and/or the telecommunications companies to determine whether there is any fiber optic cable systems located within the Project boundaries that could be damaged or their service disrupted due to the construction of the Project. The Trail Contractor shall pothole all lines either shown on the plans or marked in the field in order to verify their locations. The Trail Contractor shall use all reasonable methods when working in the Railroad Right of Way to determine if any other fiber optic lines may exist. Failure by the Trail Contractor to notify, pothole or identify these lines shall be sufficient cause to stop construction at no cost to the State or Railroad until these items are completed. Costs for repairs and loss of revenues and profits due to damage to these facilities through negligent acts by the Trail Contractor shall be the sole responsibility of the Contractor. The Trail Contractor shall indemnify and hold the State and Railroad harmless against and from all cost, liability and expense arising out of or in any way contributed to these negligent acts of the Trail Contractor.
- 16) Railroad safety equipment and facilities will be relocated or installed concurrent with Trail construction and will require close coordination. The Trail Contractor shall make the necessary arrangements with the Railroad, and shall submit a schedule of Trail Work to be accomplished. This shall be officially acknowledged and verified by a representative of the Railroad, and a copy provided to the COSF Project Manager.
- 17) The Trail Contractor shall, furnish to COSF Project Manager and NMDOT Rail Bureau five (5) sets of plans for Cribbing and Shoring and two (2) sets of the calculations. The Trail Contractor shall be responsible for obtaining approvals from the Railroad for all demolition clearances.
- 18) The Trail Contractor shall take protective measures as are necessary to keep Railroad facilities, including track ballast, free of sand, debris and other foreign objects and materials resulting from their operations. Any damage to Railroad facilities resulting from the Trail Contractor operations will be repaired or replaced by Railroad at the cost of the Trail Contractor.
- 19) During construction of the bridge, the Trail Contractor shall not drop or lower material or debris into Railroad property within twenty-five (25) feet measured from the centerline of an adjacent track or measured from the edge of a Railroad maintenance-of-way Road, or measured from any Railroad improvement or measured from a Railroad Work or staging area.
- 20) The Trail Contractor is notified that any changes or modifications to the Project during construction that affect safety, or the Railroad's operations, shall also be subject to the Railroad's and COSF Project Manager's approval.

- 21) The Trail Contractor shall advise the Railroad in writing, with a copy to the COSF Project Manager and NMDOT Rail Bureau, of the completion date of the Project within thirty (30) days after such completion and advise therein of the date on which the NMDOT and Trail Contractor will meet with the Railroad for the purpose of making final inspection of the Project.
- 22) The Trail Contractor shall adhere to the State's construction completion date. The parties agree that the Railroad's failure to provide Protective and Flagging Services in accordance with the construction schedule shall not constitute a breach of the Agreement by the Railroad and will not subject the Railroad to any liability, when due to inclement weather or unforeseen Railroad emergencies. Regardless of the requirements of the Construction schedule, the Railroad reserves the right to reallocate its labor forces, assigned to provide Protective and Flagging Services, in the event of an emergency when the Railroad believes such reallocation is necessary to provide immediate restoration of Railroad operations or to protect persons or property on or near any Railroad-owned property. The Railroad will not be liable for any additional costs or expenses of the Project resulting from any such reallocation of its labor forces. It is agreed that this reallocation of labor forces by Railroad and any direct or indirect results of such will not constitute a breach of agreement by Railroad. The State reserves the right to amend the Contract with the Trail Contractor as may be necessary, subject to advising and coordinating with Railroad.
- 23) The Trail Contractor when providing any notice concerning these requirements shall do so in writing and be deemed sufficiently given when sent by certified mail, return receipt requested to the parties at the following address and copied to the COSF Project Manager:

NMDOT Traffic	Afshin Jian NMDOT Traffic Safety Engineer PO Box 1149 Santa Fe, NM 87504-1149
Rio Metro Regional Transit District (Flagging and Track)	Matt Wylie Quality Assurance 100 Iron Avenue Albuquerque, NM 87102 (505) 264-5105
COSF Project Manager	Leroy Pacheco 200 Lincoln Avenue Santa Fe, NM 87501 (505) 955-6853
NMDOT Rail Bureau	Rob Fine, Rail Facilities Manager NMDOT Rail Bureau P.O. Box 1149, SB-4 Santa Fe, NM 87504-1149 (505) 827-5133

Any questions and/or inquiries regarding Railroad/Trail construction issues shall be directed to the COSF Project Manager and copied to NMDOT Rail Bureau as indicated above.

May 29, 2015

## NOTICE TO CONTRACTORS

### Coordination of Utility Relocations / Installations

CN S100390

#### WORK DESCRIPTION

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

#### CONSTRUCTION REQUIREMENTS

The following utility facilities will be relocated or installed concurrent with highway construction and will require close coordination between the utility's operations and the Highway Contractor's operations. The Highway Contractor shall make the necessary arrangements with the utility owner(s), and shall submit a schedule of highway work to be accomplished. This shall be officially acknowledged and verified by a representative of the utility owner, and a copy provided to the Project Manager. The schedule of work shall provide not less than the number of calendar days listed below for the utility owner to complete their work. The utility owner will provide construction staking and layout for the utility relocations and/or installations. 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.

#### OTHER REQUIREMENTS

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

## Coordination of Utility Relocations / Installations

CN S100390

Page 2

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

### UTILITY OWNER: Plateau

Contact John Sain

Office: (575) 389-4352

[jsain@plateautel.com](mailto:jsain@plateautel.com)

### Utility Work By: Plateau

#### Work Location:

##### Subsurface

Station 99+10 to Station 102+20 east side of St Francis Drive (parallel)

Plateau will coordinate a temporary fiber line to assure the communication pathway is protected during the construction of the Acequia Trail Underpass Crossing. A temporary fiber optic line will be constructed beginning at approximately Station 99+10 north of Cerrillos Rd and south of the construction zone on the east side of St. Francis Drive. Plateau will bury a temporary line from that point, thence, east of the construction zone to the existing vault on the north end of the construction zone to approximately Station 102+20. After the temporary line is placed, Plateau will perform a cutover process to reroute the communication traffic from the existing cable onto the temporary cable (typically done at midnight). Plateau will set a temporary load-rated splice vault at that point designed to enclose a watertight splice boot at a point outside the construction zone. Plateau will remove the old fiber and duct from the construction zone and then close all the excavated areas. Plateau will place plastic orange markers on top of the temporary line to mark its location during the construction as needed. After the construction of the underpass is completed, Plateau will go back and replace the fiber cable into a 2 inch duct that will be installed as part of the City's project in the original location above the underpass using the same procedures for the cutover process.

#### Start Date and Work Days:

Engineering, Installation and relocation work of facilities will be accomplished prior to and concurrent with construction. Schedule and exact time frames of work will be coordinated with contractor at pre-construction meeting. Will take approximately 5-days.

Chief Engineer  
January 13, 2016

## NOTICE TO CONTRACTORS

### Additional Named Insured

CN S100390

Per the 2014 Edition of the New Mexico Department of Transportation Standard Specifications Section 107.25.4 - "Department as Additional Insured" the successful Bidder shall name the City of Santa Fe as an additional named insured on the comprehensive general liability form or commercial general liability form and return the same with the return of the Contract documents listed and in the timeframe required in the notice of preliminary Award of Contract letter.

Pursuant to Section 103.8 - "Failure to Execute Contract", failure by the successful Bidder to comply with this Notice to Contractors may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guaranty.

Office of General Counsel  
May 3, 2015

## NOTICE TO CONTRACTORS

### Bid Documentation for Escrow

CN S100390

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

#### Submission of Bid Documentation for Escrow ("BDE")

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

NMDOT  
C/O Chief Engineer RM 204  
1120 Cerrillos Road  
Santa Fe, NM 87504

#### Requirements for BDE

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

**Bid Documentation for Escrow**

CN S100390

**Page 2**

6. BDE shall clearly itemize, for each Bid Item, the Contractor's estimated costs of performing the scope of work defined in the Contract.

7. The BDE shall include, but not be limited to, all quantity takeoffs, rate schedules for the direct costs of craft labor, construction (expendable) materials, construction equipment ownership or lease/rental costs, construction equipment operating costs, permanent materials, Subcontractor's pricing including insurance, development of rates of production including, where appropriate, estimates of crews, construction materials, construction equipment, construction sequence, duration, items related to the determination of time and non-time oriented indirect costs, which may include the estimated cost of the Contractor's construction plant and equipment, estimated construction schedules, quotes from Subcontractors and Suppliers, consultant's reports, calculations related to the Bid(s), final estimate adjustment calculations and all other information used by the Contractor to arrive at its estimate as set forth in the Bid.

8. The BDE shall contain an allocation of construction plant and equipment; projected indirect costs (including if applicable joint venture fees), home office overhead, Project office overhead, contingencies and margin to each Bid Item(s) shall be shown.

9. If the Bid is submitted as a joint venture, the BDE shall include a copy of the executed joint venture agreement.

10. BDE shall be submitted by the Contractor for each Subcontractor whose total subcontract costs exceed one hundred thousand dollars (\$100,000.00). Subcontractor bid documentation (subcontractor quotes) shall be submitted with the Contractor's submittal. The Contractor will include the subcontractor quote with the necessary documentation required to establish the Bid Item price for the item of work. It is sufficient to include the Subcontractor quote delineating Bid Item Unit price(s). A detailed estimate from a subcontractor is not required. If a Subcontractor is replaced, bid documentation for the new Subcontractor shall be submitted for review and escrow before authorization for the substitution will be granted. Only the BDE Review Committee or District Engineer, after reasonable notice to the Subcontractor, shall be able to review bid documentation from any Subcontractor.

11. The BDE submitted by the Contractor is, and shall remain, the property of the Contractor.

12. The NMDOT acknowledges that the BDE includes a compilation of information used in the Contractor's business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The NMDOT agrees to take reasonable efforts to safeguard the BDE, and all information contained therein against disclosure, including disclosure of Subcontractor bid documentation to the Contractor and other Subcontractors to the fullest extent permitted by law. However, in the event of litigation, the BDE shall be subject to discovery, and the NMDOT assumes no responsibility for safeguarding the BDE unless the Contractor has obtained an appropriate protective order issued by the court. The NMDOT stipulates and expressly acknowledges that the submitted BDE constitutes trade secrets and will not be deemed public records. This acknowledgement is based on the NMDOT's express understanding that the information contained in the BDE is not known outside the Contractor's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, is extremely valuable to

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

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

**Review of BDE**

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

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

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

The NMDOT's representatives (hereafter "BDE Review Committee") will open, inventory, review and examine the BDE on the date and time provided in the preliminary Award of the Contract letter. On the date and time described in the preliminary Award of Contract letter the lowest Responsible Bidder's representatives shall be present and their sealed BDE will be opened and inventoried by the BDE Review Committee. The ADE-Construction will select five (5) items from the BDE. The lowest Responsible Bidder will be required to thoroughly explain to the BDE Review Committee the development, methodology and assumptions used to create the Bid Item Unit Price including an explanation of the parts described in Standard Specifications Section - 102.8.2 "Preparation of Bid". The BDE Review Committee will unanimously determine whether the explanation is adequate. Failure by the lowest Responsible Bidder to adequately explain the five (5) items selected by the ADE will result in the lowest Responsible Bidder's Bid being declared non-responsive. Notice of the same will be provided in a reasonable amount of time after the BDE review.

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

**Bid Documentation for Escrow**

CN S100390

**Page 4**

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

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

**Retention and Access to the BDE During the Project**

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

**Review of BDE by the NMDOT**

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

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

**Bid Documentation for Escrow**

CN S100390

**Page 5**

**BDE Certification**

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

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Signature must be same signature on Bid)

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## NOTICE TO CONTRACTORS

### Return of Lobbying Disclosure

#### Pre-Award

This Project is Federal-aid funded. Per 49 C.F.R. § 20.105 and 31 U.S.C. 1352 the Bidder is prohibited from using Federal-aid funds for certain lobbying activities. In addition to this prohibition, the Bidder is required to certify that no Federal-aid funds have been or will be used for such lobbying activities. The Bidder makes this certification through the submission of its Bid with its digital id. The terms and conditions of the certification appear in the Notice to Contractors ("NTC") titled "Civil Rights Obligation" in the section called "Required Contract Provisions Federal-aid Construction Contracts and Supplements (FHWA-1273)" in subsection "XI Certification Regarding Use of Contract Funds for Lobbying".

In addition to the certification above, if any funds other than Federal-aid funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Project the attached form titled "Disclosure of Lobbying Activities" ("Disclosure") shall be submitted. After receipt of the notice of preliminary award of contract letter the successful Bidder shall complete and return the Disclosure with the documents in the notice of preliminary award of contract letter.

**Failure by the successful Bidder to comply with this Notice to Contractors may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guaranty.**

#### Post-Award

At the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any Disclosure previously submitted the Contractor shall immediately submit an updated Disclosure to the Project Manager.

In addition, for subcontracts at any tier over \$100,000.00, the Contractor as a recipient of Federal-aid funds is required to:

1. Add the NTC titled "Civil Rights Obligation" in all subcontracts at any tier. The inclusion of the NTC ensures that the terms and conditions of the certification are incorporated into the Subcontract at any tier;
2. If any funds other than Federal-aid funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Project require its Subcontractors at any tier to complete and return the Disclosure with its permission to subcontract request form A-1086; and
3. Require its Subcontractors at any tier to submit an updated Disclosure to the Contractor at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any Disclosure previously submitted by the Subcontractor. The Contractor shall immediately submit the same to the Project Manager.

Per 31 U.S.C.A. § 1352 (d)(1)(A)(C)(2) exclusions exist regarding the requirements of this lobbying certification and completion of Disclosure. Some of the applicable exclusions are:

1. Payment of a reasonable compensation made to employed officers or employees of a person requesting or receiving Federal-aid funds.
2. A request of or receipt of a Contract that does not exceed \$100,000.00.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>	
Congressional District, if known:		Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>	
CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment</b> <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> <i>(check all that apply):</i>	
<b>12. Form of Payment</b> <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>		
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____	
		Print Name: _____
Title: _____		
		Telephone No.: _____ Date: _____

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

January 29, 2016

## NOTICE TO CONTRACTORS

### Relocate Caboose

#### CN S100390

The Contractor shall relocate the caboose-type railcar (Caboose), track and railroad ties from its present location to its proposed final location supported by a newly constructed ballast foundation in accordance with the contract documents.

The Caboose is assumed to have been built between December 1944 and March 1945 and is believed to have a light weight of approximately 48,500 pounds.

The Caboose is owned by the Keep Santa Fe Beautiful, Inc., a New Mexico nonprofit corporation, available at 505-955-2215 or [sfbeautiful@santafemn.gov](mailto:sfbeautiful@santafemn.gov). Contact person is Rick Martinez or Gilda Montaño. The Contractor shall coordinate Caboose relocation work with the Owner.

The Contractor is hereby advised that any damage to the Caboose due to construction activities will need to be restored to its pre-construction condition, or better, prior to final project acceptance. The materials and labor costs associated to perform this work shall be born solely by the Contractor at no expense to the owner.

The Contractor and the Owner or the owner's representative shall inventory the condition of the Caboose prior to the beginning of construction activities. The method to inventory the pre-construction condition shall be agreed to by the Contractor and the Owner. If a method cannot be agreed upon jointly the Owner reserves the right to direct the Contractor to use video documentation. The pre-construction inventory shall be used as a basis for identifying any damage that needs to be restored by the Contractor prior to final project acceptance. If the Contractor fails to restore the identified damage in a timely manner the Owner may begin restoration on its own behalf. If the Owner has to perform this work on its own behalf the Owner will deduct the cost of the restoration from compensation due, or to become due to the Contractor.

All labor, materials, and associative costs required to remove, relocate, and reestablish the Caboose, existing track, existing railroad ties and new ballast base and compacted subgrade at its new location shall be considered included in the unit bid price for Item 690500 - Relocate Caboose, Lump Sum, and no separate measurement of payment will be made therefore.

END OF NOTICE

## **D.2 NOTICE(s) TO CONTRACTOR (NMDOT STANDARD)**

APPROVED PRODUCTS LIST

CIVIL RIGHTS OBLIGATIONS

ELECTRONIC DATA FILES

ENVIRONMENTAL AND ARCHEOLOGICAL APPROVAL FOR PIT AREAS

GROSS RECEIPTS TAX

NM EMPLOYEES HEALTH COVERAGE

OFFICE OF THE INSPECTOR GENERAL

PATENTS ON MILLING EQUIPMENT AND MILLING OPERATIONS

PROFESSIONAL SERVICES

QUALITY STANDARDS FOR TRAFFIC CONTROL DEVICES

RETURN OF CONTRACT DOCUMENTS

SUB-CONTRACTOR LISTING

## NOTICE TO CONTRACTORS

### Approved Products List

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

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

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

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

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

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

Products not on the APL and not exempted by AD 206 4.08 (a-g) will be evaluated consistent with the processes described in the above hyperlink.

## NOTICE TO CONTRACTORS

### Civil Rights Obligations

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

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

#### I. TITLE VI

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

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

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

#### II. DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

In accordance with 49 CFR 26.13 (b), the Contract NMDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding of monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.."

### Terms and Definitions (pursuant to 49 CFR 26.5)

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

### Pre Award Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Counting DBE Participation Toward Goals

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

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

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

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

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

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

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

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

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

Decisions concerning CUF matters are not administratively appealable to USDOT.

#### DBE Trucking

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Record Keeping Requirements

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

#### Compliance Procedures

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

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

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

### **III. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

FHWA-1273 -- Revised May 1, 2012

#### **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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

## ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

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

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

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

**III. NONSEGREGATED FACILITIES**

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

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

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

#### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

##### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

b.

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

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

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

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

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-

347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

##### **b. Trainees (programs of the USDOL).**

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

## **VI. SUBLetting OR ASSIGNING THE CONTRACT**

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

### **3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating:
  - (a) the classifications of the laborers, mechanics and other employees required to perform the contract work,
  - (b) the number of employees required in each classification,
  - (c) the date on which the participant estimates such employees will be required, and
  - (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **V. SUPPLIMENTAL EEO REQUIREMENTS**

Incorporated in this Contract are three (3) supplemental requirements on Equal Employment Opportunity ("EEO"). These are as follows:

- (1) Specific EEO Responsibilities (23 USC 140 and 23 CFR 230);
- (2) Notice of Requirements for Affirmative Action to Ensure EEO (Executive Order 11246);
- (3) Standard Federal EEO Construction Contract Specifications (Executive Order 11246).

### **1) Specific EEO Responsibilities (23 USC 140 and 23 CFR 230)**

The Contractor shall Work with the Federal Government and the NMDOT in carrying out EEO obligations and in their review of the Contractor activities under this NTC or the Contract.

The Contractor and all Subcontractors at all lower tiers holding subcontracts not including material Suppliers, of \$10,000 or more, shall comply with the following minimum requirements of EEO. The EEO requirements of Executive Order 11246 as amended, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material Suppliers as well as Contractors and Subcontractors. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

**2) Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246)**

This NTC shall be applicable in all Bids on all Federal-Aid construction Contracts or subcontracts in excess of \$10,000.

The goals and timetables for minority and female participation are measured according to the Standard Metropolitan Statistical Area (SMSA) and expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Work in the geographical area.

As used in this NTC the "geographical area" means the area described in the Invitation for Bid for this Contract and are as follows:

Goals for female participation in each trade:

6.9%

Goals for minority participation for each trade:

38.3% - (SMSA Counties: Bernalillo and Sandoval)

45.9% - (Non SMSA Counties: Catron Colfax, De Baca, Guadalupe, Lincoln, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Valencia and Cibola.)

49% - (Non SMSA Counties: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Luna, Otero and Sierra.)

19.5% - (Non SMSA Counties: Lea and Roosevelt.)

11% - (Non SMSA Counties: Curry, Harding, Quay and Union.)

Whether the Contract Is Federal or federally assisted, the goals are applicable to all the Contractor's Work performed in the counties listed above. If the Contractor performs construction Work in two (2) counties, then the goals established for the county where the Work is actually performed shall apply.

The Contractor shall comply with Executive Order 11246 and the regulations in 41 CFR Part 60-4 et seq. The hours of minority and female employment and training by Project must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a GFE to employ minorities and women. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a

violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total Work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) Days of award of any construction subcontract in excess of \$10,000 at any tier for construction Work. To notify the Director of OFCCP the Contractor shall use the form correspondence provided by the Office of Equal Opportunity Programs Contractor Compliance Section.

### 3) Standard Federal EEO Construction Contracts Specifications (Executive Order 11246)

The Executive Order 11246 is available by accessing the link provided and is incorporated here via reference.

<http://www.dol.gov/>

## VI. INDIAN PREFERENCE

The Contractor, or its Subcontractor at any tier, may without violating 41 C.F.R. § 60-1.5 (a) (7), extend a publically announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The word "near" includes all areas where a person seeking employment could reasonably expected to commute in the course of a work day. Contractors or Subcontractors, at any tier, shall not discriminate among Indians on the basis of religion, sex, tribal affiliation, and the use of such a preference shall not excuse compliance with the remaining EEO provisions of this NTC.

If the Contractor extends an Indian preference, then this NTC requires that Contractors shall afford preference to initial hiring, reassignment, transfer, competitive promotion, reappointment, reinstatement, or any personnel action to fill a vacant position to qualified and enrolled members of federally recognized Indian tribe. The Contractor shall establish a liaison with local tribe employment offices and provide this individual's name and contact information to the Project Manager at the Pre-Construction Conference per Standard Specification Section 108.2 "Notice to Proceed and Pre-Construction Conference". The tribe's employment office may then assist the Contractor in identifying qualified and tribally enrolled individuals. Verification of available, qualified and enrolled individuals will be provided to the Contractor by the tribe's employment office.

This Contract preference requirement is an expansion of the provisions of the equal employment opportunity responsibilities for Contractors contained elsewhere in this NTC and the provisions contained under FHWA-1273.

## VII. NMDOT ON THE JOB TRAINING (OJT) PROGRAM

### I. PROGRAM DESCRIPTION

#### A. Purpose

The New Mexico Department of Transportation (NMDOT) created its On the Job Training Program and Special Provision (OJT Program) to fulfill the Training Special Provision requirements of federal-aid construction contracts included in 23 CFR 230, Appendix B to Subpart A. The purpose of the OJT Program is to address the underrepresentation of minority and female workers in the construction trades through the assignment of OJT goals. To that end, the primary objective of the OJT Program is the training and upgrading of minorities and females to journeyman status on NMDOT federal-aid contracts.

## **B. Program Summary**

The OJT Program fulfills its objective by:

- 1) fostering long-term relationships between contractors and trainees;
- 2) encouraging contractors to assist trainees in fully attaining journeyman status, and;
- 3) offering contractors abundant flexibility in fulfilling their training obligations. The OJT Program assigns contractors an annual training goal based on past dollar amounts awarded to the contractor as an NMDOT federal-aid prime contractor.

Contractors may assign eligible trainees that are enrolled in an approved training program, as outlined in Section II A, to any construction project on which the contractor is a prime, including non-NMDOT projects. Contractors may also assign trainees to be trained by subcontractors on any project, so long as the prime contractor retains the primary responsibility for fulfilling its federal-aid training requirements.

Contractors shall make every effort to meet their OJT Program goals by enrolling minority and female trainees (i.e. by conducting systematic and direct recruitment through public and private sources likely to yield minority and female trainees) to the extent that such persons are available within a reasonable area of recruitment. When a contractor cannot meet its annual training goal with minorities and females, it is responsible for demonstrating its Good Faith Efforts taken to meet the goal. Examples of what actions constitute Good Faith Efforts are set forth in Section III below. NMDOT will make compliance determinations regarding the OJT Program based upon either attainment of the annual goal or the Good Faith Efforts to meet it.

No employee shall be employed as an apprentice or trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case. Such records shall be available for inspection by authorized representatives of NMDOT and the Federal Highway Administration (FHWA).

The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the approved training program being utilized. When a specific ratio is not provided, the ratio of apprentices and trainees to journeymen expected to be on the contractor's work force during normal operations shall, pursuant to 23 CFR 230.111(c)(10), fall between 1:10 and 1:4.

## **C. Annual Training Goal**

The NMDOT Office of Equal Opportunity Programs will notify contractors assigned an annual training goal prior to the beginning of the calendar year (January 1 to December 31) within which they must participate. Contractors are assigned an annual training goal based on the dollar amount awarded to the contractor as an NMDOT federal-aid prime contractor during the previous state fiscal year (July 1 through June 30). More specifically, each contractor cumulatively awarded ten million dollars or more as a prime contractor on NMDOT federal-aid projects during the previous state fiscal year is assigned and shall commit to train, certify and advance one trainee to journeyman worker status during and before the expiration of the calendar year. The trainee must begin training during the calendar year within which the contractor must participate and trainee time cannot "roll-over" from one calendar year to another for purposes of meeting the annual goal.

While NMDOT strongly encourages contractors to independently provide on the job training on their projects, only those contractors who have reached the above-mentioned threshold are required to participate in and are bound by the provisions of this OJT Program. When a contractor is not assigned an annual training goal but still utilizes trainees/apprentices on a federal-aid project, the contractor will not be reimbursed for training hours under the OJT pay item, but the contractor may pay the trainees/apprentices the wages allowed in the approved training program, which may be less than the minimum pay rate for the classification. The contractor is still required to use an approved training program, register its trainees in the program, pay trainees according to the program, and show trainees on its payrolls as required by FHWA-1273, Sections IV and V.

## **II. PROGRAM REQUIREMENTS**

### **A. Use of Approved Training Program**

NMDOT recognizes four types of contractor based training programs. Those programs are: contractor in-house training programs that have received prior approval from both FHWA and NMDOT; training programs approved in other states subject to proof of approval; the approved Workforce Development Program provided through the Associated Contractors of New Mexico (ACNM); and the New Mexico Department of Workforce Solutions' State Apprenticeship Council programs (e.g. union apprenticeships, if the contract employees are otherwise eligible). If a contractor wants to use a training program other than one of the four mentioned above, the contractor must have the program approved by NMDOT and FHWA prior to commencing work. All training programs must be administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts. NMDOT reserves the right to request documentation that a program fulfills these obligations. Contractors must ensure that each trainee does not exceed the maximum number of training hours required for the completion of the selected training program.

### **B. Wage Requirements**

Contractors must pay each approved trainee at the appropriate percentage of journeyman's wage rate based on the approved training program and consistent with applicable State and Federal regulations and guidance.

### **C. Reporting Requirements**

Contractors must submit the following documents to the administrator of the approved training program being utilized, the NMDOT Office of Equal Opportunity Programs, and, for NMDOT federal-aid projects, to the Project Manager:

- 1) Contractors shall complete and submit Form A-2201, Contractor OJT Enrollment Form, within seven business days of the contractor's intent to assign a trainee(s) to a project.
- 2) For NMDOT federal-aid projects, Contractors shall complete and submit form A-2203, OJT Program Labor Classification Request within seven business days of the contractor's intent to assign a trainee(s) to a project.
- 3) Contractors shall complete and submit Form A-2202, OJT Program Monthly Reporting Form, on or before the 10<sup>th</sup> of each month, reporting on the preceding month.

Contractors shall submit to the NMDOT Office of Equal Opportunity Programs an Annual Summary Report by January 20<sup>th</sup> of the following calendar year. The report must give an accurate account of all trainee hours; identifying each trainee by name, ethnicity and gender and identifying each project and/or contract and the trainee hours attributed thereto.

Contractors should also note that:

- 1) Monthly reports submitted after January 10th of the following year will not be accepted or considered towards goal attainment for the previous calendar year.
- 2) If a contractor did not attain its annual goal, it must submit, with its Annual Summary Report, documentation of its Good Faith Efforts to attain the goal (see Section III below).

Contractors should only submit paperwork for individuals accepted and enrolled in an approved training program as outlined in Section II A, and not for individuals participating in other training and/or apprenticeship programs.

#### **D. Contractor Participation**

The contractor's Equal Employment Opportunity Officer (EEO Officer) shall be responsible for monitoring and administering the trainees' progress. The EEO Officer shall serve as the point of contact for NMDOT representatives regarding information, documentation, and conflict resolution. The contractor shall furnish each trainee a copy of the Training Program and other documentation related to the training program. The contractor shall further make every reasonable effort to provide training that develops skills as required by the training program. The contractor shall furnish to each trainee, upon successful completion of their training program, a certificate showing the type and length of training satisfactorily completed.

#### **E. Contractor Reimbursement**

Except as otherwise noted below, NMDOT will reimburse the contractor 80 cents per hour of training given an employee on a State or Federal-aid project in accordance with an approved training program. Reimbursements will be made upon submission to and approval by the Project Manager of a request for

change order with the properly completed OJT monthly reporting forms attached. Reimbursement will not be made for a trainee's hours that exceed the maximum number of training hours required for the completion of the selected classification in the training program.

### **III. Good Faith Efforts**

If a contractor does not or cannot achieve its annual training goal with female or minority trainees, it must produce adequate Good Faith Efforts documentation. Good Faith Efforts are those efforts designed to achieve equal opportunity through positive, aggressive, and continuous result-oriented measures. (23 CFR 230.409(g)(4)). Good Faith Efforts should be taken as trainee hiring opportunities arise. Whenever a contractor requests NMDOT approval of someone other than a minority or a female for credit towards its annual training goal, the contractor must submit documented evidence of its Good Faith Efforts to fill that position with a minority or female.

NMDOT will consider all contractors' documentation of Good Faith Efforts on a case-by-case basis, and take into account the following:

- Availability of minorities and females for training;
- The potential for effective training;
- Duration of the contract;
- Dollar value of the contract;
- Total normal work force that the average bidder could be expected to use
- Geographic location;
- Type of work;
- The need for journey level individuals in the area.

Good Faith Efforts may include, but are not limited to, documentation of efforts to:

- Contact minority and female employees to gain referrals on other minority and female applicants;
- Upgrade minority and female unskilled workers into the skilled classifications when possible;
- Accept applications at the project site or at the contractor's office;
- Review and follow up on previously received applications from minorities and females when hiring opportunities arise;
- Maintain evaluations that monitor efforts made to achieve diversity on federal-aid projects and the contractor's workforce in general (i.e. significant numbers of minorities and females employed on a company wide basis);

NMDOT may reject utilization of non-minority male trainees for credit toward meeting the annual goal if it determines that the contractor failed to make sufficient Good Faith Efforts to hire minorities or female trainees and/or the contractor failed to document or submit evidence of its Good Faith Effort to do so.

### **IV. NMDOT PROGRAM MONITORING**

#### **A. Site Visits**

NMDOT may conduct periodic site visits to a contractor's worksite to review OJT Program compliance along with other contract compliance issues related to the project. NMDOT will make every effort to ensure minimal disruption to a contractor's work.

#### **B. End of Year Audits and Sanctions for Non-Compliance**

NMDOT will perform an end of year audit of each contractor to verify attainment of the annual OJT goal. If a contractor, through its Annual Summary Report, can demonstrate that it attained its annual OJT Program goal or made adequate Good Faith Efforts to do so, then NMDOT will determine that the contractor is in compliance with the OJT Program requirements.

If a contractor has neither attained its goal nor submitted adequate Good Faith Efforts documentation, NMDOT will issue a Show Cause Notice outlining its findings of non-compliance and providing its determination of sanctions attributed thereto. Within thirty (30) days of receiving the Show Cause Notice, the contractor may submit a written response to the Show Cause Notice providing argument and evidence in opposition to the NMDOT findings of non-compliance and/or its determination of sanctions.

If a contractor fails to submit a written response to the Show Cause Notice within the specified period or the written response to the Show Cause Notice does not cause NMDOT to change its findings of non-compliance and/or its determination of sanctions, NMDOT will issue its Final Order to the contractor regarding the non-compliance and assessing sanctions.

Sanctions for non-compliance may include, but are not limited to: liquidated damages, suspension of any payment in whole or in part, termination or cancellation of contracts in whole or in part, and/or suspension or debarment of the contractor.

#### **VIII. WAGE RATES**

In the event of a discrepancy between the minimum wage rates in the Wage Decision of the DWS, and the U.S. Department of Labor Wage Decision applicable as of Project letting, the higher wage rates shall govern.

#### **IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS**

Davis-Bacon and related acts mandate that federally funded require weekly certified payrolls must be generated and submitted for all portions or segments of the contract. The New Mexico Department of Workforce Solutions ("DWS") mandates tracking a construction Project's weekly payrolls and the process by which this reporting is accomplished by the Contractor. Knowledge of the DWS rules and procedures is attributed to the Contractor prior to its Bid submission. The latest forms posted in the DWS website, <http://www.dws.state.mn.us>, must be used for submittals. All outdated forms submitted will be rejected by the Department. If rejected, the Contractor Subcontractors will be required to submit the current DWS forms.

The following requirements apply to those Contractors and Subcontractors performing Work subject to this Contract's prevailing wage rates:

The Contractor and Subcontractor(s) at all tiers shall complete an original DWS "Statement of Intent to Pay Prevailing Wages" form prior to starting Work on the Project. The Contractor shall provide a copy of all forms to the Project Manager in accordance with the Standard Specification Section 108.2 "Notice to Proceed and Pre-Construction Conference". For Subcontracts established later on in the Project, the Contractor shall ensure that the Subcontractor's "Statement of Intent to Pay Prevailing Wages" form is submitted to the Project Manager.

Once construction begins, the Contractor shall submit weekly payroll information. The Contractor shall ensure that all Subcontractors at all tiers submit weekly payroll information.

Weekly payroll information shall be submitted as follows:

- On all Projects, the Contractor shall submit and shall ensure all Subcontractors submit weekly payroll information into the LCPtracker software program.
- All payrolls for the Project shall be submitted no later than seven (7) Days following the close of the second payroll period.

Prior to release of the Final Payment, the Contractor and Subcontractor(s) at all tiers shall fully comply with Standard Specification Section 109.10.7 "Contractor Submittal of Final Documentation".

The Contractor and Subcontractor(s) at all tiers shall preserve its weekly payroll records in accordance with Standard Specification Section 107.28 "Contractor Records".

On solely State funded Projects, the Rules and Regulations under the New Mexico Public Works Minimum Wage Act are, by this reference, made a part of this Contract.

On Federally-funded Projects, these provisions hereby supplement Paragraph V, Part 2 of the Required Contract Provisions on all Federal Aid Construction Contracts, FHWA-1273.

#### EEO Software Programs

The Contractor and Subcontractors at all tiers Working on federal-aid Projects shall use the following EEO Software Programs to report specific EEO, Labor Compliance and DBE information as required by the Contract and as specified by this NTC. The two software programs are:

- B2GNow software
- LCPtracker software

B2GNow - (Business to Government Now), is a web-based software program used to collect, verify and manage payment information for Contractors and Subcontractors Working on federal-aid Projects. Additionally, the software is used to collect and report DBE participation and utilization on federal-aid Projects. Information related to the use of the software is available at the NMDOT web page referenced in this NTC.

LCPtracker - (Labor Compliance Program Tracker) is a web-based software program used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation for Contractors

and Subcontractors on federal-aid Projects. Information related to the use of the software is available at the NMDOT web page referenced in the NTC.

Use of B2GNow and LCPtracker software programs is required and shall be considered incidental to the Contract. Failure of a Contractor or Subcontractor to use the required software programs to report specific EEO, Labor Compliance and DBE information may result in a "Non-Conformance".

Information on access to the software programs, log-on information, use of the programs, available training, user manuals, etc. can be obtained by accessing the web page referenced in this NTC.

## X. TITLE VI Assurances Appendix A and Appendix E

### **Appendix A of the Title VI Assurances**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the New Mexico Department of Transportation (NMDOT), or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the New Mexico Department of Transportation (NMDOT) will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NMDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the NMDOT to enter into any litigation to protect the interests of the NMDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Appendix E of the Title VI Assurances**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

# NOTICE TO CONTRACTORS

## Electronic Data Files

CN S100390

The New Mexico Department of Transportation ("NMDOT") will only provide electronic data files in the format and software version in which the files were produced and subject to the conditions set out in the Notice to Contractors ("NTC").

Providing electronic data files under this NTC does not alter the Bidder's obligations found in the NMDOT's 2014 Edition of the Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 102.7 – "Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work".

The NMDOT will make available the following electronic data files for this Project:

- A) Survey Data, in accordance with the Standard Specifications Section 801.1.2. – "Department Supplied Documents and Services":
  - 1. Existing Computer Aided Design Drafting ("CADD") survey files; and,
  - 2. Existing Digital Terrain Model ("DTM") files
- B) Design Files, subject to the terms and conditions below:
  - 1. Centerline Alignment Files ("CAF"), including horizontal and vertical alignment files for all the alignments referenced in the plans; and,
  - 2. Portable Document Format ("PDF") copies of the sealed plan set.

The electronic data provided in sub-section "B" is for information purposes only. The data is furnished in an "AS IS" condition without any warranty as to fitness for a particular use beyond information purposes. The Contractor accepts all risks associated with the use of the data provided in sub-section "B" as modifications may have been made to the official hard copy Contract which do not appear in the electronic data files. The Contractor is solely responsible for confirming, conforming and correlating the accuracy and completeness of the electronic data files to the official Contract.

This NTC does not alter the definition of the Contract nor modify the order of importance of the documents as specified in the Standard Specification, Section 105.4 – "Coordination of Contract Documents". The electronic data referenced in sub-sections "A" and "B" will be available to the requestor on discs and will be available at Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200.

## NOTICE TO CONTRACTORS

### Environmental and Archaeological Approvals for Pit Areas

In addition to the requirements contained in the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction Section 107.14.1 – "Environmental and Cultural Resource Studies and Approvals" the Contractor shall coordinate pit activity with the NMDOT in order to facilitate government-to-government tribal consultation, excluding commercial pits with affected tribes. The listing of affected tribes can be obtained from the following link:

<http://nmhistoricpreservation.org/outreach/native-american-consultations.htm>

The Contractor shall initiate tribal consultation in writing through the NMDOT Project Manager ("PM"). The Contractor shall include, in the request to initiate tribal consultation, its scope of Work and clearly delineate plan view location of the Contractor located activity on a United State Geological Service 7.5' map. This process takes approximately 45 Days from the PM's receipt of the Contractor's written request to initiate tribal consultation. If concerns are expressed by the affected tribes this process will exceed 45 Days.

## NOTICE TO CONTRACTORS

### Gross Receipts Tax

The New Mexico Procurement Code, NMSA 1978, § 13-1-108 (1984) requires the New Mexico Department of Transportation ("NMDOT") to exclude the applicable state gross receipts tax, or applicable local option tax, from Bids received for this Project. The NMDOT will pay the applicable tax including any increase in the applicable tax effective after the Contract is executed by the NMDOT. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each Progress Payment.

## NOTICE TO CONTRACTORS

### New Mexico Employees Health Coverage

If the Bidder has, or grows to, six (6) or more employees who Work, or who are expected to Work, an average of at least 20 hours per week over a six (6) month period during the term of this Contract, the Bidder certifies by the submission of its Bid and if Awarded the Contract agrees to have in place, and agrees to maintain for the term of the Contract, health insurance for those employees and to offer that health insurance to those employees if the expected annual value in the aggregate of any and all Contracts between the Bidder and the New Mexico Department of Transportation ("NMDOT") exceeds \$250,000.00.

The Bidder agrees to maintain a record of the number of employees who have:

- A. Accepted health insurance;
- B. Declined health insurance due to other health insurance coverage already in place; or
- C. Declined health insurance for other reasons.

These records are subject to review and audit by a representative of the NMDOT.

The Bidder agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

For all Contracts exceeding \$250,000, the Bidder Awarded the Contact will be required to provide a letter stating that they currently offer health insurance to its New Mexico employees.

Office of Inspector General  
May 3, 2015

## NOTICE TO CONTRACTORS

### Office of Inspector General

The New Mexico Department of Transportation ("NMDOT") Office of Inspector General ("OIG") has the authority to carry out all duties required to collect information, conduct audits, special studies and investigations. The duties of the NMDOT's OIG also arise from the responsibility all state Departments of Transportation have for ensuring that all Federal-aid Projects are carried out in accordance with federal requirements.

The NMDOT's OIG shall be provided access to all documents associated with the Project per the 2014 Edition of the NMDOT's Standard Specifications for Highway and Bridge Construction, Section 107.28 - "Contractor Records".

### To Report Fraud, Waste & Abuse

**1-800-671-STOP  
(1-800-671-7867)**

The NMDOT OIG has established the above toll free number for reports of fraud, waste, abuse or similar illegal or unethical activity affecting the cost, completion or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

### **The New Mexico Fraud Against Taxpayers Act:**

The New Mexico Fraud Against Taxpayers Act, NMSA 1978, §§ 44-9-1 to -14 (2007, as amended through 2015) provides civil penalties for submitting a claim to a state agency based on false, fraudulent or misleading information. The Act also includes a financial incentive for parties with knowledge of such a claim to come forward.

### To Report Bid Rigging Activities

**1-800-424-9071**

The U.S. Department of Transportation, Office of Inspector General has established the above toll free number for reports of Bid rigging, Bidder collusion, or other similar illegal or unethical activity affecting the cost, completion or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

Materials  
May 3, 2015

## NOTICE TO CONTRACTORS

### Patents On Milling Equipment and Milling Operations

Milling equipment and processes intended for use by the Bidder to perform any milling Work required under this Contract may be subject to United States patents. It is the responsibility of the Bidder to investigate the applicability of such patents to the milling Work, and pay royalties and other lawfully imposed charges by the patent holders. Royalties and other lawfully imposed charges are incidental and shall be factored into the Project Bid Item Unit Price for milling.

Chief Engineer  
May 3, 2015

## NOTICE TO CONTRACTORS

### Professional Services

The following has been added to the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction Section 101.4 - "Terms and Definitions".

A Professional Service provider is considered a Subcontractor when Work is performed within the Project limits and shall be prequalified in accordance with 18.27.5 NMAC (12/07/2000, as amended through 01/01/2015).

Traffic  
May 3, 2015

## NOTICE TO CONTRACTORS

### Quality Standards for Traffic Control Devices

The Contractor shall comply with quality standards for traffic control devices in the Intra-Departmental Design Directive ("IDD") 2009-05 and incorporated herein by reference. The IDD adopts quality standards in accordance with 23 C.F.R. § 630 (2007) Subpart K-Temporary Traffic Control Devices.

PSE  
January 13, 2016

## NOTICE TO CONTRACTORS

### Return of Contract Documents

In accordance with the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 103.7 - "Execution and Approval of Contract", the successful Bidder shall return the documents listed in the notice of preliminary award of contract letter within fifteen (15) Days of the date on the letter.

Pursuant to Section 103.8 - "Failure to Execute Contract", failure by the successful Bidder to comply with this Notice to Contractors may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guaranty.

## 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):		

## **E.1 PROJECT SPECIFIC SPECIAL PROVISION(s)**

SPECIAL PROVISION MODIFYING DIVISION 100 – GENERAL PROVISIONS

SPECIAL PROVISION MODIFYING NMDOT MINIMUM TESTING REQUIREMENTS

SPECIAL PROVISION MODIFYING SECTION 413A – PAVING FABRIC

SPECIAL PROVISION MODIFYING SECTION 503 – AUGERED PRESSURE GROUTED BEARING PILES

SPECIAL PROVISION MODIFYING SECTION 690A- SURFACE AND ALIGN TRACK

SPECIAL PROVISION MODIFYING SECTION 702C – TRAFFIC CONTROL DEVICES FOR CONSTRUCTION

SPECIAL PROVISION MODIFYING SECTION 704B – RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT MARKINGS

SPECIAL PROVISION MODIFYING SECTION 706A – POWER SERVICE INSTALLATION

SPECIAL PROVISION MODIFYING SECTION 716B – LED LUMINAIRE

**SPECIAL PROVISION MODIFYING DIVISION 100 – GENERAL PROVISIONS OF THE  
NEM MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS  
FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2014 EDITION RELATING TO:**

**St. Francis Crossing from Acequia Trail to Railyard, CIP #859A; CN: S100390**

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specifications shall be interpreted using the following list.

**REFERENCE:**

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

Department

Engineer

Project Manager

State

**REPLACE WITH:**

The City of Santa Fe except where  
such reference is to rules, codes,  
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 changes listed herein modify the New Mexico Department of Transportation Standard Specification for the City of Santa Fe Projects.

## **GENERAL PROVISIONS**

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

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 or 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 5".

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

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

**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".

**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".

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**

102.4 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.

102.9 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.

105.10 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.

## **SECTION 106 - CONTROL OF MATERIALS.**

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

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

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

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

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

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

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

106.5 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 "six months" with "twenty-four months", and in the third sentence replace the wording "six-month" with "twenty-four months". Add to this subsection the following:

"General Guaranty"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

107.23 PERSONAL LIABILITY OF PUBLIC 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**

## **SPECIAL PROVISION MODIFYING NMDOT MINIMUM TESTING REQUIREMENTS**

The New Mexico Department of Transportation standard Minimum Testing Requirements shall apply except where modified as follows:

## New Mexico Department of Transportation Minimum Testing Requirements

<b>EARTHWORK</b>							
Item	Test Required	Sampling/Testing Location	Agency Testing	Contractor Testing	Independent Assurance		State Materials Bureau
					Project Approach	System Approach	
Embankment, Unclassified Excavation and Borrow (Section 203)	Moisture/Density Tests (Proctor), Soils Classification	Trail/Roadway	1 per material type	N/A	1/5,000 cy or minimum 2 per project		N/A
	In-Place Density and Moisture		1/1,000 cy				
Natural Ground (Section 203.3.5.1)	Moisture/Density Tests (Proctor), Soils Classification	Trail/Roadway	1 per material type	N/A	Minimum 2 per project		N/A
	In-Place Density and Moisture		1/200 lf per Trail				
Surfacing Required (Section 203)	Estimated 'R' Value	Top 2 feet of Roadway	1/200 lf per Trail	N/A	1/10,000 lf or minimum 2 per project		R-Value (as needed)
Foundations / Backfill for Culverts and Minor Structures (Section 206)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 1 per project	Once every 3 months with each sampling/testing technician	N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type				
	Gradation		1 per 300 cy				
Subgrade Preparation (Section 207)	Moisture/Density Tests (Proctor), Soils Classification	Roadway	1 per material type	N/A	1/10,000 lf or minimum 2 per project		N/A
	In-Place Density and Moisture		1/200 lf per Trail				
Linear Grading and Blading and Re-shaping (Sections 208, 209)	Moisture/Density Tests (Proctor), Soils Classification	Roadway	1 per material type	N/A	1/10,000 lf or minimum 2 per project		N/A
	In-Place Density and Moisture		1/1500 lf				

## New Mexico Department of Transportation Minimum Testing Requirements

<b>EARTHWORK</b>							
<b>Item</b>	<b>Test Required</b>	<b>Sampling/Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance</b>		<b>State Materials Bureau</b>
					<b>Project Approach</b>	<b>System Approach</b>	
Backfill for Major Structures (Section 210)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type				
	Gradation		1 per <b>150</b> cy				
Treated Sub grade (Section 306)	In-Place Density and Moisture	Roadway	1/1,000 lf	N/A	1/10,000 lf or minimum 2 per project		N/A
	Gradation		1 per material type				
	Moisture/Density Tests (Proctor), Soils Classification						
Backfill for Mechanical Stabilized Earth (MSE) Retaining Structures (Section 506)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 2 per project	Once every 3 months with each sampling/testing technician	N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type				
	Gradation, PI		1 per 300 cy				
	Direct Shear, Electro Chemical		N/A	1 per material type	N/A		
Flowable Fill (Section 516)	In-Place Penetration Test	Structure	<b>2 per project</b>	N/A	N/A		N/A
Foundations for Slope and Erosion Protection Structures (Section 602)	In-Place Density and Moisture	Structure	1 per 25 sy	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type				

## New Mexico Department of Transportation Minimum Testing Requirements

<b>EARTHWORK</b>							
<b>Item</b>	<b>Test Required</b>	<b>Sampling/Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance</b>		<b>State Materials Bureau</b>
					<b>Project Approach</b>	<b>System Approach</b>	
Backfill for Soil and Drainage Geotextiles (Section 604)	In-Place Density and Moisture	Roadway	1 per lift	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type	N/A			
Backfill for Drains (Section 605)	In-Place Density and Moisture	Roadway	1/1,000 lf for impermeable material	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type				
Foundations for Sidewalks, Drive Pads and Concrete Median Paving (Section 608)	In-Place Density and Moisture	Trail/Roadway	1/100 sy	N/A	Minimum 2 per project	Once every 3 months with each sampling/testing technician	N/A
	Moisture/Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type				
Bed Course Material for Sidewalks, Drive Pads and Concrete Median Paving (Section 608)	In-Place Density and Moisture	Trail/Roadway	1/100 sy	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type				
Foundations for Curb and Gutter (Section 609)	In-Place Density and Moisture	Roadway	1/200 lf or as site locations require	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type				

## New Mexico Department of Transportation Minimum Testing Requirements

<b>EARTHWORK</b>							
<b>Item</b>	<b>Test Required</b>	<b>Sampling/Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance</b>		<b>State Materials Bureau</b>
					<b>Project Approach</b>	<b>System Approach</b>	
Bed Course Material for Curb and Gutter (Section 609)	In-Place Density and Moisture	Roadway	1/200 lf or as site locations require	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type				
Foundations / Backfill for Cattle Guards (Section 610)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type	N/A			
Bedding Material for Cattle Guards (Section 610)	In-Place Density and Moisture	Structure	1 per structure	N/A	Minimum 2 per project	Once every 3 months with each sampling/testing technician	N/A
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile	1 per material type	N/A			
Foundations / Backfill for Drop Inlets and Junction Boxes (Section 623)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type	N/A			
Foundations / Backfill for Utilities (Section 660)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 2 per project		N/A
	Moisture/Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type	N/A			

## **New Mexico Department of Transportation Minimum Testing Requirements**

### **TABLE A**

#### **STRUCTURE DEFINITIONS, FOUNDATION AND BACKFILL REQUIREMENTS**

- 1) Transverse or skewed culvert or concrete box culvert (CBC), not connected to an underground drainage network, including end sections, wing walls if backfilled simultaneously, structural plate pipe, storm drains and sewer lines (Note 1):

Foundation: One density per 100 linear feet. For pipe in a battery, up to 4 pipe may be considered as a unit for purposes of foundation density.

Backfill Density: 1 per 2 foot of fill per side\* and to top of trench per 100 linear feet (Note 2).

\* For a battery of pipes, the number of backfill densities required will be as follows:

One-Half (1/2) of the required densities for up to 4 pipes.

One-Third (1/3) of the required densities for more than 4 pipes.

- 2) End section or CBC wing wall if backfilled separately from culvert pipe or CBC (Note 2):

Backfill Density: 1 per 2 foot of fill per side.

- 3) Drop inlet (D.I.), junction box, cattle guard, light and signal base, manhole, etc.:

Foundation: 1 per structure.

Backfill Density: 1 per 2 foot of fill.

- 4) Underground drainage network including interruptions such as D.I., manhole, junction box, plug service connection, slotted drain, etc., if backfilled simultaneously:

Foundation: One per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per side and to top of trench per 100 linear feet (Note 2).

- 5) Retaining wall / MSE wall:

Foundation: One foundations density per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per 100 linear feet.

6) Bridge abutment back wall, wing wall or approach slab:

Backfill Density: 1 per 6 inches of fill.

7) Pier footing:

Foundation: 1 per footing.

Backfill Density: 1 per 6 inches of fill.

8) Waterlines, electrical conduit, telephone cable or gas line, etc., within roadway prism (traveled area and shoulder)

*if trench width sufficient for density testing:*

Foundation: One per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per 100 linear feet.

9) Waterline, electrical conduit, telephone cable or gas line, ect.,outside the roadway prism

(traveled area and shoulders) *if trench width sufficient for density testing:*

Foundation: 1 per 300 linear feet.

Backfill Density: 1 per 2 foot of fill per 300 linear foot.

### **Notes:**

1. All extensions will be considered increments and as such structure units.
2. Determination of Backfill Depths Governing Minimum Testing Criteria Requirements:

A. When backfill construction is performed in trench conditions, the depth of compacted backfill to be tested shall be measured from the foundation to the top of the trench.

B. When backfill construction is performed in non-trench conditions, the depth of compacted backfill to be tested shall be determined through the use of the appropriate NMDOT standard drawings.

## New Mexico Department of Transportation Minimum Testing Requirements

<b>BASE COURSE</b>								
<b>ITEM</b>	<b>Test Required</b>	<b>Sampling/Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance</b>		<b>State Materials Bureau</b>	
					<b>Project Approach</b>	<b>System Approach</b>		
Base Course (Section 303)	In-Place Density and Moisture	Trail/Roadway after compaction	1/500 sy (Minimum 1 per project)	N/A	1/15,000 tons, minimum 1 per Project *	Once every 3 months with each sampling/testing technician	N/A	
	Moisture/Density Tests (Proctor)	Stockpile	1 per material type	N/A				
	Gradations	After placement but before compaction	1/300 sy (Minimum 1 per project)	N/A	1/10,000 tons, minimum 1 per project *		N/A	
	FF, LL, PI	After placement but before compaction	1/300 sy (Minimum 1 per project)	N/A				
	Thickness	Trail/Roadway after compaction	3/200 lf Trail/Roadway (Minimum 3 per project)	N/A				

Stockpiled Base  
Course

See Aggregates;  
stockpiled Aggregates

\* For Projects whose total is less than 300 tons, 1A testing is not required.

## New Mexico Department of Transportation Minimum Testing Requirements

<b>Non QLA PORTLAND CEMENT CONCRETE</b>							
<b>Item</b>	<b>Test Required</b>	<b>Sampling/Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance</b>		<b>State Materials Bureau</b>
					<b>Project Approach</b>	<b>System Approach</b>	
Fine Aggregates	Gradation	Stockpile	1/2000 cy of concrete batched or one per two weeks during production. (Minimum of 2 per project)	If approved for Combined Gradation 1/week or 500 cy (which ever is less)	Minimum 2 per project		N/A
	S.E., F.M.		1 per two weeks during production. Minimum 2 per project.	N/A			
Coarse Aggregates	Gradation	Stockpile	1/2000 cy of concrete batched or one per two weeks during production. (Minimum of 2 per project)	If approved for Combined Gradation 1/day or 500 cy (which ever is less)	Minimum 2 per project		N/A
	F.F, F&E		1 per two weeks during production. Minimum 2 per project.	N/A			
Non-Shrink Mortar Aggregate	The manufacturer's certificate of compliance will suffice for testing credits.	N/A	N/A		N/A		Once every 3 months with each sampling/testing technician
Project Acceptance Test	Compressive Strength Cylinders* <b>(Concrete &amp; Grout)</b>	See table B	One random set of cylinders for the first three trucks. One random set for each subsequent six truck sub-lot (with corresponding slump, unit weight and calculated air content). <b>Minimum of one set of cylinders per day for each type of material.</b>	N/A	1 set per <b>150 cy, 150 sy, 150 linear feet of wall, or minimum 2 per project</b>		N/A
	Slump, Unit Weight, Calculated Air Content, Temperature <b>(Concrete &amp; Grout)</b>		Test each of the first three trucks. After first three trucks randomly select a truck to be tested in six truck sub-lots. <b>Minimum of one set of cylinders per day for each type of material.</b>	N/A		1 per <b>150 cy, 150 sy, 150 linear feet of wall, or minimum 2 per project</b>	

**New Mexico Department of Transportation Minimum Testing Requirements**

**Table B**

<b><u>Method of Placement</u></b>	<b><u>Sample Location</u></b>
Pumped	Point of discharge from pump into structure
Direct Discharge from Truck	At end of discharge chute of truck
Crane and Bucket	From discharge chute of bucket
Conveyor belt	From material on roadway after being discharged from conveyor
Slip Form (Curb and Gutter/Barrier Walls)	Point of discharge into extrusion machine
Slip Form Paver (PCCP)	From grade in front of paving machine

\* For testing rapid setting non-shrink grout, add one (1) additional cylinder per set of cylinders to be tested for the one-hour compressive strength test.

## SPECIAL PROVISIONS MODIFYING SECTION 413-A: PAVING FABRIC

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

### 413.1 DESCRIPTION.

413.11 This work shall consist of furnishing and placing a paving fabric on a prepared surface in accordance with the contract.

### 413.2 MATERIALS.

413.21 **Submittals & Certification.** At least thirty (30) days prior to initiating placement operations, the Contractor shall provide to the Project Manager, documentation containing certified test results for fabric properties listed in Subsection 413.22 Paving Fabric Properties, and the following information:

1. Project number;
2. Project location;
3. Fabric manufacturer;
4. Fabric type;
5. Fabric quantity;
6. Asphalt source;
7. Asphalt grade;
8. List of roll numbers.

413.211 **Source Preapproval.** A potential source of paving fabric shall furnish the Central Materials Laboratory with certified test results from an Independent Testing Laboratory indicating compliance with the properties listed in Subsection 413.22 Paving Fabric Properties, and shall furnish a sample of the material, produced within the last sixty (60) days prior to submittal of the preapproval request. The material will then be tested to verify the Independent Laboratory test data.

The potential source must apply for this preapproval at least forty five (45) days prior to use on a project. The preapproval will be effective for one (1) year, at which time the potential source must reapply for approval.

413.22 **Paving Fabric Properties.** The paving fabric shall be constructed of nonwoven synthetic fibers; resistant to chemical attack, mildew, and rot; at least one (1) side of the fabric shall be heat bonded; and shall meet the physical requirements of Table 413-A.

**TABLE 413-A**  
**PAVING FABRIC PROPERTIES**

Property	Required Values	Test Method
<sup>1</sup> Tensile Strength, Newtons	356 +	ASTM D 4632
Elongation-at-break, %	50 +	ASTM D 4632
Asphalt Retention, L/m <sup>2</sup>	0.91 +	Paragraph 413.221
Melting Point, Celsius	149 +	ASTM D 276

<sup>1</sup>Minimum value in the weaker principal direction. All numerical values represent minimum average roll values (i.e., any roll in a lot shall meet or exceed the minimum in the table).

**413.221 Asphalt Retention Test.** Three (3) specimens each 100 mm by 200 mm will be selected at random from the full-width sample. Each test sample will be weighed to the nearest 0.1 g, and then submerged in asphalt cement maintained at 121 °C ± 2°C for twenty (20) minutes. The saturated sample shall then be prepared by placing it on a strip of newsprint and a second strip of newsprint shall then be placed on top of the sample. The prepared sample shall then be ironed until the newsprint is saturated with asphalt. The saturated newsprint shall be discarded and the procedure repeated using unsaturated newsprint until fabric has a matte appearance. When the ironing is complete the sample shall be hung to cool. The area of the sample shall then be re-measured to the nearest 65 mm<sup>2</sup> and the sample reweighed to the nearest 0.1 g.

Asphalt retention will be calculated as follows:

$$\text{Asphalt Retention} = \frac{(\text{Wt.final.g} - \text{Wt.initial.g})}{(\text{L/m}^2)} \times \frac{1.62 \text{ L/m}^2}{(\text{Area, mm}^2)} \times \frac{(\text{g/mm}^2)}{(\text{g/mm}^2)}$$

**413.23 Packaging.** The fabric shall be packaged in rolls with each roll wound onto a cylindrical core suitable for handling and placing. Each roll and the core shall be packaged in a suitable wrapper which protects the fabric from damage due to ultraviolet light and moisture during storage and handling.

**413.231 Identification.** Each roll shall be labeled or tagged in such a manner that the information for sample identification and other quality control purposes can be read from the label without opening the wrapper. Each roll shall be numbered by the manufacturer and further identified as to lot number or control number, date of manufacture, tare weight of core plus wrapper, width and length of fabric and gross weight of the entire roll which includes fabric, core, wrapper, tags, etc.

**413.24 Sampling.** The Department may, on a random basis, cut test samples to verify that the material being supplied is the same material that was preapproved by the Department. When test samples are taken they will be cut at the project from rolls selected at random and shall be no less than 1 yard in length by the full width of the roll.

If the random samples taken fail to meet specification requirements, the preapproval will be withdrawn. The supplier will then be required to obtain a new preapproval and shall provide information that will explain why the tested material failed to meet specification requirements and what has been done to correct the situation.

**413.25 Tack Coat.** The tack coat shall be composed of paving grade bituminous material and shall meet the requirements of Section 407 Tack Coat.

### **413.3 CONSTRUCTION REQUIREMENTS.**

**413.31 General.** The paving fabric shall be installed with the heat bonded side facing upwards.

Prior to tack coat application, all joints and cracks wider than  $\frac{1}{2}$  inch shall be cleaned and sealed in accordance with Section 411 Hot-Poured Crack Sealant.

Paving fabric shall not be placed unless it can be covered in the same day with PMBP. Equipment will not be allowed on the fabric, except as necessary to complete paving operations and if approved by the Project Manager. Longitudinal traffic will not be allowed on the paving fabric. Cross traffic will only be permitted if prior approval from the Project Manager is obtained by the Contractor.

All unacceptable or damaged work resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense.

**413.311 Weather Limitations.** Paving fabric may be placed only when the pavement surface is dry, the ambient air temperature is at least 50°F and rising, and the chill factor is above 40° F. Chill factor shall be as defined in Subsection 423.3.5.1 Weather Limitations.

#### **413.32 Equipment.**

**413.321 Fabric Laydown Equipment.** Fabric laydown equipment shall be capable of laying the fabric smoothly without excessive wrinkles or folds.

**413.322 Asphalt Distributor.** The distributor shall be in accordance with Subsection 408.32 Equipment.

**413.323 Rolling Equipment.** Pneumatic rolling equipment shall be in accordance with Subsection 423.3.4.4 Compaction Equipment.

**413.324 Miscellaneous Equipment.** The Contractor shall provide stiff bristle brooms, squeegees, scissors, blades, and brushes necessary for smoothing, cutting, and applying bituminous material at fabric overlaps.

**413.33 Application of Bituminous Material.** Bituminous material shall be applied in accordance with Subsection 407.3.4 Application of Asphalt Material. Tack coat width shall be at least 6 inches greater than the fabric width. Tack coat shall be uniformly applied on the overlapped fabric joints as directed by the Project Manager.

No traffic shall be allowed on the tack coat. All excess bituminous materials and spills shall be cleaned from the road surface to avoid flushing and fabric movement.

**413.34 Paving Fabric Placement.** The paving fabric shall be stretched, aligned and placed entirely on the tack coat with a minimum of wrinkles and folds prior to the time the tack coat has cooled and lost tackiness. Hand or mechanical brooming shall be affected to maximize the fabric contact with the tacked roadway surface. If folds in excess of 1 inch occur, the fabric shall be slit to remove the fold, and then overlapped in the direction of paving operations.

All cutting and slitting of paving fabric shall be effected by a method approved by the Project Manager. When cutting or slitting is employed, additional tack coat shall be applied to fold overlaps in accordance with Subsection 413.33 Application of Bituminous Material.

All adjoining fabric edges shall be overlapped (4 ± 1) inches unless otherwise directed by the Project Manager. All transverse joints shall be overlapped in the direction of paving operations.

If after placement the fabric is not properly seated or saturated, the Project Manager may require rolling. All rocks and other foreign material shall be cleaned from the surface prior to rolling, as directed by the Project Manager.

**413.35 Paving Operation Requirements.** If necessary to prevent the fabric from being picked up by construction equipment, a small quantity of plant mix bituminous pavement material may be spread over the top of the fabric immediately in advance of the paving operation.

Paving operations shall follow placement of the paving fabric within one (1) hour.

#### **413.4 METHOD OF MEASUREMENT.**

**413.41** Paving fabric will be measured by the square meter (square yard).

Tack coat will be placed in accordance with Section 407 Tack Coat and shall be considered included in the unit bid price for the paving fabric and no separate measurement or payment will be made therefore.

#### **413.5 BASIS OF PAYMENT.**

**413.51** Paving fabric will be paid for at the contract unit bid price per square yard.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Paving Fabric .....	Square Yards

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS MODIFYING

**SECTION 503**  
**AUGERED PRESSURE-GROUTED BEARING PILES**

**503.1 DESCRIPTION**

**503.11.** This work shall consist of furnishing the necessary labor, material, equipment and performing all operations needed to construct augered pressure-grouted piles (hereafter referred to as "augercast piles"). Construction of augercast piles shall include the placing of reinforcing steel and grout or concrete. Augercast piles shall conform to and be constructed in accordance with the specifications and at the location, elevation and details shown in the contract.

An Augercast Pile is defined to be made by rotating a hollow-stem auger into the ground to the specified pile depth. Grout, or concrete, hereafter referred to as "grout", is injected through the auger shaft under continuous positive pressure, as the auger is being withdrawn, in order to exert a positive upward pressure on the earth-filled auger flights as well as lateral pressure on the soil surrounding the placed grout column. "Reinforcing Steel" consisting of a structural steel shape member, as specified, is inserted into the column of fluid grout following the completion of grout placement and auger withdrawal. Augercast piles as defined herein are limited to traditional continuous flight auger piles.

The Augercast Pile Contractor is responsible for furnishing all materials, products, accessories, tools, equipment, services, transportation, labor and supervision, and manufacturing techniques required for installation of augercast piles for this project.

The Augercast Pile Contractor shall install augercast piles as indicated on the project plans, including selection of the installation means and methods, without damage to existing nearby structures.

**503.12 Work Experience.** Within the last three years prior to the bid date for the particular project, the Augercast Pile Contractor performing the work must have at least three years of experience involving the construction of augercast piles and been involved in the successful completion of at least three projects involving the construction of augercast piles. The superintendent who will be in charge of the work must have at least three years of experience involving the construction of augercast piles and shall have been the superintendent in the successful completion of at least three projects involving the construction of augercast piles.

The Contractor or the subcontractor, if the work is subcontracted, shall be able to demonstrate, to the satisfaction of the Foundation Engineer, the ability to satisfactorily perform the work.

## 503.2 MATERIALS

**503.21.** Materials for augercast piles shall conform with the requirements of the specified AASHTO, ASTM material specifications, or referenced Sections of the NMDOT Standard Specifications as listed in Table 502.2.1:1, Applicable Bearing Pile Standards

**503.22** **Grout.** The grout shall consist of Class G concrete. The coarse aggregate gradation may be 0.5 inch per Table 509.2.4.2.3:1 to provide a more pumpable consistency. The coarse aggregate may be well rounded without fractured faces limited in size to no greater than 3/8 inch to provide greater workability. All solids shall remain in suspension in the grout mix without excessive bleed-water. Grout samples recovered for strength testing shall exhibit a slump of 8 inches +/- 1 inch when tested in accordance with ASTM C143.

## 503.3 CONSTRUCTION REQUIREMENTS

**503.31** **Equipment.** The Contractor's equipment shall be suitable for the design requirements of the foundation and for the materials encountered in excavating the augered hole.

The Contractor shall use hydraulic fixed mast or crane-mounted drilling equipment, in which the operator has control of the torque applied, and the speed of revolution. Cab mounted display, and monitoring and recording of parameters of the drilling system and progress are required. A depth encoder and revolution counter shall be used to monitor and display the rate of penetration graphically to the operator in units of revolutions per foot of penetration, or feet of penetration per revolution, and simultaneously recording this information for plotting.

**503.311 Auger.** Drilling shall be accomplished with a continuous helical-flight, hollow shaft auger. The diameter of the auger shall be uniform and be within 3/8 inch of the pile diameter specified in the contract. The discharge opening of the auger through which the grout is pumped shall be located at the bottom of the hollow stem auger head.

Auger flights shall have guides at top and bottom and, if over 40 feet long, shall contain a middle guide. Augercast piling leads shall be prevented from rotating by a stabilizing arm. The leads shall be marked at one-foot intervals to facilitate measurement of auger penetration.

The auger length and the power unit of the auger shall be capable of producing enough torque for the given diameter specified in the contract and the soil conditions present, in order to drill a hole 20% beyond the depths shown in the contract. Auger hoisting equipment shall be provided that will enable the auger to be rotated continuously while being withdrawn.

The auger flights shall be continuous from the top of the auger to the bottom tip of the cutting face of the auger, with no gaps or other breaks. Gaps in the flighting are allowed only where auger sections are joined and may not exceed 1 in. (25 mm). The length of any auger brought to the project site shall be such that the auger is capable of installing a pile to a depth that is 20% greater than the depth of the pile shown on the approved working drawings. The auger flighting shall be uniform in diameter throughout its length, and the outside diameter of the auger shall be at least 97% of the design diameter of the pile. Only single helix augers shall be used. The hollow stem of the auger shall be maintained in a clean condition throughout the construction operation. In order to facilitate inspection, the leads shall be clearly marked every 1 ft (0.3 m) along its length so that such marks are visible to the unaided eye from the ground.

**503.312 Mixing and Pumping Equipment.** The pans of mixing and pumping equipment that will be in contact with the grout shall be free of oil and rust inhibitors. If ready-mix grout is used, the grout may be discharged directly into the hopper of the grout pump, with approval of the Project Manager.

The grout pump shall be a positive displacement piston type, capable of developing grout pressures at the pump of at least 350 psi. A pressure gauge shall be provided to monitor the pumping pressure and, if required by the Project Manager, a second gauge shall be provided in the line close to the auger rig. The pump shall be equipped with a digital or mechanical counter to monitor the quantity of grout placed.

The volume of grout displacement per piston stroke shall be documented by manufacturers' literature and, when required by the Project Manager, calibrated with a container of known volume.

**503.32 Submittals.** The required submittals shall be furnished by the Contractor to the Foundation Engineer for review and approval.

**503.321 Work Experience.** Documentation shall be submitted verifying that the Contractor or subcontractor has performed the required work experience as described in subsection 503.12, Work Experience. Such documentation shall include the names and phone numbers of owners' representatives who can verify the Contractor's successful completion of the projects listed.

**503.322 Proposed Construction Procedure.** At least 30 days before work is to begin, the Contractor shall submit a complete written description of the Contractor's proposed construction procedure. The information required in this submittal shall be as follows:

- A. Name and experience of the superintendent in charge of the augercast pile operations for the particular project.

- B. List of proposed equipment to be used including loads, augers and other drilling tools, the rated capacity and boom lengths of the drill rig; the torque, rotational speed, and horsepower of the hydraulic power unit used to turn the auger;
- C. Mixing and pumping equipment, pressure gages, temporary sleeves, automated monitoring equipment, and similar equipment to be used in construction, including details of procedures for calibrating equipment as required, etc.
- D. Equipment and procedures for monitoring and recording auger rotation speed, auger penetration rates, and auger depths.
- E. Equipment and procedures for monitoring and recording grout pressures and volumes placed during installation.
- F. Contingency plans for equipment failures during drilling or grouting operations (concrete pump, monitoring equipment, etc.).
- G. Procedures for protecting adjacent structures, on or off the right-of-way that may be adversely affected by foundation construction operations.
- H. Description of overall construction operation sequence and equipment setups.
- I. Description of concrete delivery, pumping, placement, and auger withdrawal procedures.
- J. Description of steel placement including support and centralization methods.
- K. The mix design prepared by the Contractor, together with samples of all additives to be used shall be submitted to the Project Manager.
- L. The theoretical progress of each variable noted above versus depth, time, volume, etc, to be used during field operations to compare with actual real-time data obtained per 503.34.
- M. The theoretical magnitude of minimum oversupply (or grout volume factor) appropriate for the site conditions shall be established in the proposed construction procedures.
- N. Other required submittals shown on the plans or requested by the Engineer.

**503.323      Review and Approval.** The Project Manager will evaluate the proposed construction procedure for conformance with the contract. Within 14 days after receipt of the plan, the Contractor will be notified of any additional information required and changes necessary to meet the contract requirements. All procedural approval given shall be subject to trial in the field, and shall not relieve the Contractor of the responsibility to satisfactorily complete the work as detailed.

### **503.33 Construction Preparations.**

**503.331      Site and Subsurface Conditions.** The Contractor shall examine the areas and conditions under which the foundations are to be installed and evaluate any constraints that may affect the operations, such as overhead clearances, site accessibility, proximity of existing structures, etc. The Contractor shall also be familiar with and have examined the subsurface exploration data shown in the contract and laboratory test results, etc. The test results are available to the Contractor for examination upon request.

**503.332 Pile Preconstruction Meeting.** A pre-construction meeting will be scheduled by the Project Manager and held a minimum of two weeks prior to the start of augercast pile construction. The Engineer, prime Contractor, Augercast Pile Contractor, Inspectors, excavation Contractor, and Geotechnical Instrumentation Specialist (if applicable) shall attend the meeting. Attendance is mandatory. The augercast Pile Preconstruction Meeting will be conducted to clarify the construction requirements for the work, to coordinate the construction schedule activities and identify contractual relationships and delineation of responsibilities among the prime Contractor and various Subcontractors. Main aspects involving multiple subcontractors may include those pertaining with excavation for augercast pile structures, anticipated subsurface conditions, augercast pile installation and testing, augercast pile structure survey control, and site drainage control.

Prior to the start of any augercast pile construction activity, the Augercast Pile Contractor and the Engineer shall jointly inspect the site to observe and document the pre-construction condition of the site, existing structures, and utilities.

**503.333 Protection of Existing Structures.** The Contractor shall take preventative measures to prevent damage to existing structures and utilities. Preventive measures shall include, but are not limited to, selecting construction methods and procedures that will prevent subsidence of the surface soils of augercast piles or monitoring and controlling the vibrations from construction activities. The Contractor shall be responsible for selecting and using equipment and procedures which keep deformations within acceptable levels.

The augercast Pile Contractor is responsible for field locating and verifying the locations of all utilities prior to starting the Work. The augercast Pile Contractor shall notify the Engineer of any utility locations that may require relocation of foundation elements or modification to the structure design.

**503.334 Site Preparation.** Excavation to footing elevation shall be completed before pile construction begins unless otherwise noted in the contract or approved by the Project Manager. When augercast piles are to be installed in conjunction with embankment placement, the Contractor shall construct the piles after the placement of fill unless otherwise shown in the contract or approved by the Project Manager.

Should the Augercast Pile Contractor suspect that any soils that are excavated are contaminated by hydrocarbons, refuse, or other environmentally hazardous material, he or she shall contact the Project Manager immediately and proceed with work as directed by the Project Manager.

**503.34 Construction of Augercast Piles.** The procedure for installation of augercast piles shall be as normally utilized by the Contractor within the following constraints:

**503.341      Inspection Requirements.** All work involved in constructing the augercast pile foundations shall be performed in the presence of the inspector. Work performed without the inspector being present shall constitute defective pile(s). The inspector will notify the Contractor immediately of any observed departures from acceptable construction procedures, equipment or change in material properties, including low intermediate breaks of grout test cubes, which may result in a partial payment or rejection of pile(s). The presence of the inspector shall not relieve the pile Contractor of the obligation to perform the pile installation in accordance with the contract. The Augercast Pile Contractor shall maintain accurate records for each pile constructed. These records shall show:

1. Pile location;
2. Ground surface elevation (reference grade for pile length);
3. Pile toe (bottom) depth and elevation;
4. Elevation of top of grout;
5. Pile length;
6. Auger diameter;
7. Details of the reinforcement (structural steel shape, size, and grade of steel; and length of reinforcement);
8. Flowcone efflux time and volume of grout placed or slump and volume of grout placed
9. Theoretical volume of drilled hole (theoretical diameter = diameter of auger);
10. Depth to which reinforcing steel was placed;
11. Date/Time of beginning of drilling;
12. Date/Time of completion of drilling;
13. Date/Time grout was mixed;
14. Date/Time ready-mix grout truck arrived at project site, and copies of all grout batch tickets used for the pile construction;
15. Date/Time of beginning of grout pumping;
16. Date/Time of completion of grout pumping;
17. Date/Time of placement of reinforcing steel;
18. Weather conditions, including air temperature, at time of grout placement;
19. Identification of all grout samples taken from the pile;
20. All other pertinent data relative to the pile installation; and
21. All readings made by the automated measuring and recording equipment to include as a minimum:
  1. Auger rotation versus depth for every 2 ft (0.6 m) increment, or less, of pile advancement during the drilling process, and during placement of grout (if auger is rotated during this placement);
  2. Volume of grout placed versus depth of outlet orifice for every 2 ft (0.6 m) increment, or less, of pile placed;
  3. Average maximum and minimum pump stroke pressures at ground level for every 2 ft (0.6 m) increment, or less, of pile placed;
  4. Average maximum and minimum pump stroke pressure at or near the auger head for every 2 ft (0.6 m) increment, or less, of pile placed, if directed by the Engineer; and
  5. Additionally, the Engineer may also specify that torque measurements be made for every 2 ft (0.6 m) increment, or less, of pile advancement during

the drilling process.

22. These data shall be provided to the Engineer within 24 hours of the completion of the pile. Data collected by automated measuring and recording equipment shall be provided in numerical or graphical form.

**503.342 Installation Sequence.** Installation of the piles shall proceed in an orderly sequence. Adjacent piles within four diameters, center to center, of each other shall not be installed unless it can be demonstrated by the Augercast Pile Contractor that the grout in the first pile installed is fully set. The grout should have set enough such that the integrity of the existing pile will not be compromised if drilling the new pile causes mining of soil away from the existing pile.

**503.343 Slump Test.** Grout samples recovered for strength testing shall exhibit a slump of 8 inches +/- 1 inch when tested in accordance with ASTM C143.

**503.344 Automatic Measurement and Recording Equipment.** As a minimum, the following automatic measurements shall be made and recorded by the Contractor during the drilling operation:

1. auger rotation;
2. depth of the auger injection point; and
3. torque delivered to the auger.

All measurements shall be referenced to (or plotted against) the depth of the auger injection point. This shall be accomplished with a rotational position indicator on the auger head system and an electronic position indicator on the crane line or boom holding the auger.

As a minimum, the following automatic measurements shall be made and recorded by the Contractor during the grouting or concreting operation:

1. volume of grout;
2. maximum and minimum grout pressure;
3. auger rotation (if rotated); and,
4. depth of the injection point.

All measurements shall be referenced to (or plotted against) the depth of the auger injection point. This shall be accomplished with electronic flowmeters and electronic pressure transducers placed in the grout pressure line, an electronic position indicator on the crane line or boom holding the auger, and a rotational position indicator on the auger system.

The Contractor shall compare the actual real-time data obtained to the theoretical progress of each variable, and notify the Engineer if the actual deviates from the theoretical.

Calibration shall be made on all measuring and recording equipment at the beginning of the project that will demonstrate that the values indicated by the measuring and recording equipment are within 3% of the values indicated. Calibrations shall be performed in

accordance with the equipment manufacturer's specifications. All measuring and recording equipment shall also be recalibrated when the Engineer suspects that the drilling and grouting or concreting performance has changed.

**503.345 Advancement of Auger.** The depth and drilling criteria shall be as stated in the contract. The auger shall be advanced to the required tip elevation at a continuous rate and in such a manner that subsidence of surrounding soils is kept to a minimum. The Project Manager may limit the number of auger rotations per flight advanced, to minimize the quantity of soil removed if subsidence occurs.

The discharge opening of the auger shall be closed while being advanced into the ground with an approved plug. The plug shall be capable of being removed by the applied grout pressure.

The Augercast Pile Contractor shall perform the drilling required for the piling, through whatever materials are encountered, to the dimensions and elevations required by the Augercast Pile Contractor's design, as shown on the approved working drawings. Drilling shall not commence until sufficient supply of grout is present on the project site to complete the pile. The drilling parameters (auger rotation speed, penetration rates, torque, etc.) for the production piles shall be within the ranges established in the Pile Installation Plan, as verified by the pre-production testing program. The same procedures used to install the test piles shall be used to install production piles.

Adjacent piles within four diameters, center to center, of each other shall not be installed unless it can be demonstrated by the Augercast Pile Contractor that the grout in the first pile installed is fully set. The grout should have set enough such that the integrity of the existing pile will not be compromised if drilling the new pile causes mining of soil away from the existing pile.

The auger shall not be extracted from the ground at any time during the construction of a pile in such a way that would result in an open unsupported borehole or inflow of water into the pile borehole. It should become necessary to raise the auger and subsequently re-insert the auger during the pile construction process, the depth of the pile shall be increased and/or other additional measures shall be required as directed by the Engineer.

The auger shall be advanced into the ground at a continuous rate and at a rate of rotation that prevents excess spoil from being transported to the ground surface. The rate of penetration shall be established as a part of the test pile program. Automated monitoring equipment shall be used to verify this target rate of penetration is maintained during construction of production piles.

Pile termination criteria, including refusal criteria, if applicable, will be established during the pre-production test pile program. If refusal is encountered before planned depth is achieved, rotation of the auger progression shall be stopped, and the Augercast Pile Contractor shall inform the Engineer. The Augercast Pile Contractor and Engineer shall

evaluate the installation data and determine if the established termination criteria have been met, or if other action is required to complete the pile. If an obstruction is encountered and it does not allow the pile to be completed in the planned location, the augercast Pile Contractor shall notify the Engineer and the Design Engineer in order for the Engineer and Design Engineer to determine remedial action.

While advancing the auger to the required depth, it is essential that the auger flights be filled with soil so that the stability of the hole is maintained. To maintain a stable hole at all times, it is necessary to move only enough soil to offset the auger volume and material bulking without exceeding this volume.

**503.346 Obstructions.** When unexpected non-augerable material is encountered, such as cobbles and/or boulders which causes the rate of penetration to be reduced to less than 1 foot/minute, or causes the pile to drift from its location, then the pile shall be completed to the depth of the non-augerable material. As directed by the Foundation Engineer, additional adjacent piles shall be placed. As an alternate, pre-drilling using a single flight auger and foundation drilling rig will be acceptable if approved by the Foundation Engineer.

**503.347 Grout Placement and Extraction of Auger.** The requirements of subsection 511.33, Weather and Temperature Limitations, shall apply to the placement of grout in the augercast piles. Curing of the tops of piles shall conform to the applicable provisions of subsection 511.39, Curing.

During the lifting process, the operator shall control the lift speed of the auger so that the proper volume of grout is delivered under sufficient pressure. The auger shall be pulled smoothly at a steady speed while grout is continuously pumped under pressure.

The rate of withdrawal of the auger is important as well; it needs to be synchronized with the grout pumping rate. The average cross-sectional area of the pile is equal to the ratio of the grout pumping rate to the auger withdrawal rate. This ratio should be selected based on the pile diameter assumed in design.

When the drilling stage is complete and the auger has penetrated to the required depth, the grouting stage must begin immediately. Grout is pumped under pressure through a hose to the top of the rig and delivered to the base of the auger via the hollow center of the auger stem.

The placement of grout shall commence within 5 minutes after the auger has achieved the planned depth. Grout shall be pumped through the hollow-stem auger with sufficient pressure (as measured at the top of the auger) as the auger is withdrawn to completely form the pile and fill any soft or porous zones surrounding the pile.

At the start of pumping grout, the Contractor shall raise the auger from 6 inches to 12 inches and after the grout pressure builds up sufficiently, redrill the auger to the previously established tip elevation. A grout head of at least 10 feet of grout on the auger flighting above the injection point, shall be maintained by coordinating the rate of grout injection and

the rate of auger withdrawal from the soil. After grout is flowing at the ground surface from the auger flighting, the rate of grout injection and auger withdrawal shall be adjusted so that there is a constant grout flow at the surface.

The technique and equipment used to initiate and maintain the grout flow shall be such that a pile of the full design cross-section is obtained from the maximum depth of boring to the final pile cut-off level. The grout shall be supplied to the pile at a rate during auger withdrawal that ensures that a continuous monolithic shaft of at least the full specified cross-section is formed, and is free from soil inclusions or any grout segregation.

Positive rotation of the auger shall be maintained throughout placement of the grout. The auger shall be extracted at a smooth, steady rate while continuously pumping. If pumping grout is interrupted for any reason, the Contractor shall reinsert the auger by drilling at least 7 feet into the pile and regROUT with the required controlled grout injection.

Satisfactory coordination of auger withdrawal with pumping is indicated by maintaining a positive pressure in the grout at the auger tip, and a sufficient volume or pressure of grout to fill the pile (with a small oversupply of volume). Satisfactory coordination shall be verified using automated monitoring equipment.

The volume of grout placed as a function of depth shall be measured and recorded at intervals not exceeding 2 ft (0.6 m) using automated monitoring equipment. The magnitude of minimum oversupply (or grout volume factor) appropriate for the site conditions shall be established in the proposed construction procedures and maintained during production pile construction. Inadequate volume pumped over a depth interval of 5 ft (1.5 m) is a basis for rejection of the pile.

If placement of grout is suspended for any reason, such as equipment failure, the pile will need to be re-drilled. The pile may be re-drilled in the same location if the grout is still fluid enough for the drill rig to penetrate.

If the grout has set, the pile shall re-drilled in a new location. The Pile Installation Plan, working drawings, and a remediation plan will need to be revised by the augercast Pile Contractor to reflect the changes and submitted to the Engineer for approval prior to re-drilling the pile.

The total volume of grout placed shall be at least 115% of the theoretical volume for each pile. If the measured volumes of grout placed is less than 115% of the theoretical volume required for any 6.7-foot increment, along the length of the pile, the pile shall be reinstalled by advancing the auger 10 feet or to the bottom of the pile, whichever is less, followed by the required controlled removal and grout injection.

The spoil that accumulates around the auger at the ground surface during injection of the grout shall be promptly cleared away upon completion of the grouting.

**503.348 Finishing Pile Top.** A sleeve of the proper diameter and at least 18 inches in

length shall be placed in the top of each pile to form the pile top. The sleeve may be metal or other material of sufficient strength to withstand the grouting operation. After the sleeve is placed, all foreign material shall be removed from the grout within the sleeve and the top of pile elevation shall be achieved by adjusting the fluid grout in the sleeve to the required elevation. Metal sleeves may remain as a permanent part of the piles if not in conflict with subsequent work.

**503.349 Placement of Reinforcing Steel.** The reinforcing steel unit shall be as shown in the contract and may consist of longitudinal bars and circular ties or a structural steel shape. If the unit consists of longitudinal bars and circular ties, it shall be completely assembled prior to placement.

The reinforcing steel unit shall be placed immediately following extraction of the auger and while the mortar is still fluid. It is the Augercast Pile Contractor's responsibility to use a grout mix that will insure that the grout will remain sufficiently fluid to allow for the installation of the structural steel shape. If the grout is too stiff to allow for the installation of the steel, the pile will be re-drilled to the design tip elevation and re-grouted at no additional cost to the Department.

Suitable centralizers shall be used to ensure that the required grout cover is maintained.

The reinforcing steel shall be held in position at the ground surface within the fluid grout column by supports appropriate for the reinforcement used, which shall remain in place until the grout reaches its initial set, or 24 hours, whichever is longer.

**503.35 Location and Alignment Tolerances.** Construction tolerances shall be as follows:

- The center of any pile shall be within 3 inches of the location shown on the approved working drawings in a horizontal plane (i.e., plan-view).
- The completed pile shall be plumb to within 2%, if vertical, or shall be installed to within 2% of its design batter, as determined by the angle from the vertical, if planned as a batter pile.
- The top of pile grout shall be within 3" of the design elevation.
- The top of steel reinforcement shall be within 3" of the design elevation.
- The minimum grout cover of the steel reinforcement shall be 3".

Any pile in violation of these tolerances will be subject to review by the Engineer and may be rejected or replaced at the augercast Pile Contractor's expense.

**503.36 Load Testing.** When the contract includes load testing, all testing requirements of NMDOT Specification 502.3.6, Load Testing, shall apply.

**503.37 Acceptance of Augercast Piles.**

**503.371 Acceptance.** Augercast piles will be accepted for full payment when all the requirements of these specifications have been adhered to in addition to the following:

- A. Grout Strength. The Project Manager will accept augercast piles after the 28-day compressive strength is verified. If the Contractor does not achieve the 28-day compressive strength, the Project Manager may completely reject the augercast pile or accept them in place in accordance with NMDOT Specification 510.3.5.5.2, Price Adjustments based on In-Place Strength Tests; and
- B. Location and Alignment Tolerances. The Project Manager will accept augercast piles if the construction tolerances are satisfied in accordance with Section 503.35, Location and Alignment Tolerances. If the augercast piles exceed the location or alignment tolerances, the Project Manager will reject the piles. If the Project Manager determines that the extent of overloading is not detrimental to the performance of the pile, the Project Manager may accept the pile.
- C. Piles for which the data from the automated measuring and recording equipment, other recording methods, or the Inspector's records indicate that an acceptable pile has been installed with adequate penetration rates, grout volume factors or pressures, or other pile installation parameters noted herein.
- D. Piles in which the reinforcing steel was inserted as designed.
- E. Piles that exhibit no visual evidence of grout contamination, excessive settlement of grout, structural damage, or inadequate consolidation of grout (honeycombing).
- F. Augercast Pile Integrity. If applicable, the Project Manager will accept augercast piles when the pile integrity testing reports verify the structural integrity of the piles. The Project Manager may reject a pile if integrity testing shows conclusive evidence that a defect exists in the pile that may result in inadequate or unsafe performance under service loads. If the report is inconclusive, the Project Manager may require the Contractor to drill a core hole in the pile. If the Project Manager confirms the defect, the Project Manager will not pay the coring costs. If the Project Manager does not find a defect, the Project Manager will pay for coring costs, including pressure grouting.

#### **503.4 METHOD OF MEASUREMENT.**

**503.41.** Auger pressure-grouted piles will be measured by the foot. Steel shape reinforcement for grouted bearing piles will be measured by the pound.

No measurement will be made for additional depth of pile due to defective procedures.

#### **503.5 BASIS OF PAYMENT.**

**503.51.** Auger pressure-grouted piles will be paid for at the contract unit price per foot. Payment will be made under the Pay Item for Auger Pressure Grouted Piles by the linear foot. Structural steel shape reinforcement for grouted bearing piles will be paid for at the contract unit price per pound. Payment will be made under the Pay Item for Steel Shape Reinforcement by the pound. All work consisting of furnishing the necessary labor, material (including reinforcing steel and grout), equipment and performing all operations needed to construct augercast piles shall be included in the unit price for augercast piles as

measured by the linear foot.

**503.52.** The completed length of piles encountering obstructions shall be included in the total length of pile for payment at the contract unit price. If required by the Foundation Engineer, additional adjacent piles shall be placed and the length of these additional piles shall also be included in the total length of piles for payment.

Additional reinforcing steel used only for the Contractor's convenience such as structural steel shape stabilizers, centralizers, and for structural steel shape support will be considered incidental to the completion of the work and no separate payment will be made therefore.

Remediation plans and corrective measures required for replacement or correction of rejected piles will be considered incidental to the completion of the work and no separate payment will be made therefore.

## **SPECIAL PROVISIONS MODIFYING SECTION 690-A: SURFACE AND ALIGN TRACK**

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

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A.** This Section specifies furnishing and handling of new crushed stone ballast, placement of ballast, surfacing and aligning track.
- B.** Also included are the following:
  - 1. Initial and final surfacing and aligning of tracks.
  - 2. Ballast compaction.
- C.** The Contractor shall perform the above work in accordance with applicable recommended practices set forth in the current AREMA Manual for Railway Engineering and as specified herein.

#### **1.2 SUBMITTALS**

- A.** Submit name and location of proposed ballast supplier and laboratory test results confirming that ballast furnished meets the requirements of this Section.
- B.** Submit the type and specifications of equipment to be used in placing, compacting, and tamping ballast, aligning track and turnouts.
- C.** All submittals will be reviewed for general conformance with the intent of the contract documents. This review will not relieve the Contractor of final responsibility for the means, methods, procedures and sequences to be utilized.

#### **1.3 HANDLING**

- A.** Ballast
  - 1. Shipping
    - a. Load ballast only into trucks which are in good order, tight enough to prevent leakage and waste of material, and clean and free from rubbish or any substance which would foul ballast.
  - 2. Handling
    - a. Handle prepared ballast at production plant, during shipment and at work site so that it is kept clean and free from segregation.

- b. Do not make repeated passes of equipment over the same level in the stock pile area.
- c. Contractor's method of handling ballast shall be as approved.

## 1.4 QUALITY CONTROL

### A. Ballast Production Site Testing

- 1. Notify the Engineer, not less than 15 days prior to shipment of any ballast to work site, of proposed source and location of crushed stone ballast. The Engineer shall obtain samples of proposed material and test them for conformance to classification, quality, and grading requirements specified. Sample shall be representative and shall weigh not less than 150 pounds.
- 2. The Engineer will notify the Contractor of test results. Failure of ballast to meet these requirements will mean rejection of ballast quarry.
- 3. Ballast material will be approved in writing by the Engineer prior to commencing work site delivery.
- 4. If, during ballast installation, source of ballast changes, the Engineer will perform tests at new production site in accordance with these Specifications. Ballast shall have the same or higher classification, quality, and grading as former ballast used. Work site delivery shall not commence until the Engineer has approved, in writing, the new ballast source.

### B. Ballast Job-Site Testing

- 1. Tolerances, cross level, super elevation, and horizontal and vertical alignment of ballasted track shall be as specified herein. Deviation from the cross level, horizontal alignment and vertical alignment shall not exceed the tolerances specified in Part 3 of this Section.

## PART 2 - PRODUCTS

## 2.1 MATERIALS TO BE FURNISHED BY THE CONTRACTOR

### A. Ballast

- 1. Ballast shall be crushed granite, washed conforming to AREMA Size No. 4 per AREMA Manual for Railway Engineering Chapter 1, Part 2, Table No.1-2-2 and the following:
- 2. Ballast Quality Requirements:
  - a. Deleterious Substances. The amount of deleterious substances present in prepared ballast shall not exceed the following limits, when using test methods specified herein:

	Percent By Weight	Method of Test
Soft and Friable Pieces	3.0	ASTM C 142
Material Finer Than No. 200 Sieve	0.5	ASTM C 117
Clay Lumps	0.5	ASTM C142

- b. Flat or elongated particles having a length equal to or greater than five times the average thickness of the particle shall not exceed five percent by weight of the total when visually inspected.
- c. Water absorption shall not exceed 0.4 pounds per cubic foot when tested in accordance with ASTM C 127.
- d. Percentage of wear, when tested in the Los Angeles abrasion machine in accordance with ASTM C535, grading No. 2, shall not exceed 18 percent.
- e. Soundness of the prepared ballast shall be such that when tested in the sodium sulphate soundness test in accordance with ASTM C88, WEIGHTED AVERAGE LOSS SHALL NOT EXCEED 1.5 percent after 10 cycles of test.
- f. Cementing value of the ballast shall not exceed an average value of 320 pounds per square inch for five specimens when tested in accordance with the Logan Walter Page Method (U.S. Department of Agriculture, Bulletin No. 347, 1916, Pg. 15) except as modified as follows:  
 A sufficient amount of pea size pieces of the rock, amounting to about 500 grams (1.1 pounds) is revolved in Los Angeles Abrasion Cylinder with three cast iron balls 4.76 cm. (1.875 inch) diameter and weighing approximately 0.43 kilograms (0.95 pounds) at the rate of 30 and 33 revolutions per minute, and the stiff dough at room temperature resulting from about 500 grams (17.64 oz.) of dust screened through a 100 mesh sieve, mixed with sufficient water, thoroughly kneaded for five minutes, allowed to stand in an air tight container for two hours, is molded into cylindrical briquettes 2.54 cm. (1 inch) diameter by 2.54 cm. (1 inch) in height under a pressure of 132 Kgs. per sq. cm. (1877.5 pounds per square inch), after which they are dried for 20 hours in air at room temperature, 4 hours in a hot air bath at a temperature of 100 degrees C (212 degrees F), then cooled for 20 minutes in a desiccator and immediately tested in a compression testing machine for static crushing strength, the bearing heads being suspended by pivots to secure uniform distribution of load, which is applied at 600 pounds per minute, approximately.
- g. Determine ballast weight per cubic foot in accordance with ASTM C29.
- h. Ballast samples shall be obtained in accordance with ASTM D75.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION SPECIFICATIONS

- A. Final surface, aligning, and gauge of track shall be within the following tolerances.
  - 1. Track Surface, Alignment and Gauge Tolerances
    - a. Deviation from uniform profile on either rail at the mid ordinate of a 40 foot chord shall not exceed – 1/4"
    - b. Deviations from zero cross level at any point on tangent or from designated elevation on curves or spirals shall not exceed – 1/8"
    - c. The difference in cross level between any two points less than 40 feet apart on tangents or curves shall not exceed – 1/8"
    - d. Deviation from uniform alignment between any two points less than 40 feet apart on tangent and curved track shall not exceed – 1/4"
    - e. Deviation from 4 foot 8 1/2 inch track gauge shall not exceed – zero

### 3.2 SURFACING AND ALIGNING NEW TRACK

#### A. Ballasting

1. Place and compact stone ballast on the prepared subgrade in two layers not exceeding five inches each, compacted, with the final layer of compacted ballast not less than two inches below the final grade of the bottom of the ties before track construction operations commence.
2. Following assembly of track, unload ballast in tie cribs and shoulders of track structure.
3. Unload ballast in quantities which will fill tie cribs and provide an adequate amount of ballast for the initial track raise with sufficient surplus to continue to hold track after initial raise.
4. Prior to dumping ballast in track, ties shall be properly spaced as specified and shall be square with rails.
5. Contractor shall respace and straighten ties as required before stone is distributed.
6. Clean the trackway area of all debris and standing water prior to placing of ballast. Do not place ballast on frozen subgrade or sub base.
7. Deliver ballast at a rate no faster than can be satisfactorily incorporated into the work.
8. To the extent practicable, unload ballast in position for use with a minimum of redistribution and dressing.

#### B. Tamping

1. Tamp ballast with squeeze-vibratory type, power tamping equipment. Control of power tamper shall ensure maximum compaction of ballast uniformly along track. The Engineer will approve the tamping variables, including rate of advance, number of passes, number of insertions per tie (if more than two are required), length and number of blades, and frequency of vibration. Tamping tools shall be replaced when the working surface is worn more than 30 percent of its original surface area. Procedures and equipment shall be as approved. To allow for proper insertion depth below bottom of crossties, the tamping tools shall be adjusted to compensate for concrete/timber crosstie size difference.
2. Tamp ballast thoroughly under both sides of tie from a point 15 inches inside rails to ends of tie.
3. For each tie, tamp simultaneously inside and outside both running rails on both sides of tie. Minimum tamping insertions will be two.
4. Immediately following each tamping lift, cribs and shoulders shall be compacted. Crib and shoulder compaction machine shall be as approved.
5. Tamping on snow covered or frozen ballast will not be permitted.

#### C. Initial Surfacing and Aligning

1. Surface and align track to achieve horizontal and vertical alignment as specified.
2. Initial surfacing and aligning shall be performed to bring track geometry to within one inch of final profile and to within one inch of final alignment.
3. Surface and align track by methods which will prevent undue bending of rail, straining of joints, or damaging of rail fastening assemblies.
4. The amount of any track lift shall neither exceed three inches nor endanger horizontal and vertical stability of tracks.
5. Perform as many raising and surfacing passes of three inches or less as needed to bring track surface to within one inch of final design elevation as shown on Contract Drawings.
6. Initially line track to within one inch of final alignment.

- 7. Restore ties pulled loose during surfacing to full bearing against rail and properly secure them.
- 8. Remove and replace with new ties and fasteners any ties or fasteners damaged during surfacing operations at no additional expense to the Department.

**D. Final Surfacing and Aligning**

- 1. Final surfacing and aligning of track and turnouts shall be completed after track has been initially surfaced and aligned, thermally adjusted, clipped and field welded.
- 2. Final surfacing and aligning shall be performed on all track within project limits.
- 3. Final surfacing and aligning shall be required to bring the track to final grade and alignment and shall consist of a lift of one inch maximum unless otherwise directed by the Engineer.
- 4. During final track raise, line track to final alignment.

**E. Ballast Compaction and Ballast Dressing**

- 1. Concurrent with both initial and final surfacing and aligning of all tracks, consolidate cribs and shoulders and dress ballast to conform to ballast section shown on Contract Drawings.
- 2. Compact ballast shoulders and cribs, after each surfacing raise, using a track machine specifically designed for that purpose. Machine shall compact cribs and shoulders continuously by applying a combination of pressure and vibration. Ballast compaction shall be completed prior to any train operation.
- 3. After final surfacing and alignment of track is completed, consolidate cribs and shoulders and dress ballast to conform to ballast section shown on Standard Plans and Contract Drawings. Top of ballast shall be one inch below base of rail.
- 4. Sub base outside toe of slope of ballast that has been fouled or disturbed by Contractor's operations shall be properly sloped as shown on Contract Drawings.

### 3.3 FINAL TRACK INSPECTIONS

**A.** Final horizontal and vertical alignment, and cross level shall be within the tolerances specified. In order to determine the acceptability of finished track, the Contractor together with the Department shall conduct a final inspection to establish that track construction is within tolerances specified herein.

**B.** The Contractor shall correct track deviations, as disclosed by final inspection, at no additional cost to the Authority.

## PART 4 - MEASUREMENT AND PAYMENT

### 4.1 MEASUREMENT

**A.** Separate measurement and payment will not be made for the work of this Section complete in place. All costs shall therefore be included in the Contract Lump Sum Price for the work as indicated herein.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
690500	RELOCATE CABOOSE	LS

### END OF SECTION

## SPECIAL PROVISIONS FOR SECTION 702-C: TRAFFIC CONTROL DEVICES DURING CONSTRUCTION

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

### 1.0 DESCRIPTION.

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

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

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

TABLE 1

SUPPORTIN G SECTION	DEVICE DESCRIPTION	UNIT OF MEASU RE	QTY.	UNIT COS T	TOTA LCOS T
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:**

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Traffic Control Devices During Construction	Lump Sum

**NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
SPECIAL PROVISIONS FOR**

**RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKINGS  
SECTION 704-B**

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

**1. DESCRIPTION**

**1.1** This work shall consist of furnishing and installing durable retroreflective preformed 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 millicandolas per square foot per foot-candle [ $(mcd \cdot ft^{-2}) \cdot fc^{-1}$ ]. The metric equivalent shall be expressed as millicandolas per square meter per lux. The test distance shall be 50 ft. (15m) and the sample size shall be a 2.0 ft. x 2.5 ft. rectangle (0.61m x 0.76m).

TABLE 1

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

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

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

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

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

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

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

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

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

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

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

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

### **3. CONSTRUCTION REQUIREMENTS.**

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

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

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

### **4. METHOD OF MEASUREMENT.**

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

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

### **5. BASIS OF PAYMENT.**

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

Payment will be made under:

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Retroreflective Preformed Patterned Pavement Stripe _____ in (mm)	meter (linear foot)
Retroreflective Preformed Patterned Pavement Marking Words/Symbols	Each

April 04, 2006

## **SPECIAL PROVISIONS FOR SECTION 706-A: POWER SERVICE INSTALLATION**

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.**

The Contractor shall pay the local power company to bring electricity to the project. The Contractor shall obtain a detailed estimate from local power company. The local power company will be paid the actual amount of this estimate.

### **2. METHOD OF MEASUREMENT.**

Power Service Installation will be paid for complete in place.

### **3. BASIS OF PAYMENT.**

The Contractor shall be paid the actual amount charged by the local power company for the work.

Payment will be made under:

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Power Service Installation	Lump Sum

**NOTE:** For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Power Service Installation.

## **SPECIAL PROVISIONS FOR SECTION 716-B: LED LUMINAIRE**

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

### **716-B.1 DESCRIPTION**

This Work shall consist of furnishing and installing Luminaires and Fixtures on Standards, Bridge Structures, or sign supports. This Work also includes lamps, drivers, photocell control units, necessary mounting hardware, and specified wiring.

All outdoor lighting shall be installed in accordance with the New Mexico Night Sky Protection Act (NMSA 1978, § 74-12-1 et seq.).

### **716-B.2 MATERIALS**

#### **716-B.2.1 References**

The publications listed below form a part of this specification to the extent referenced. Versions listed shall be superseded by updated versions as they become available.

- A. American National Standards Institute (ANSI)
  1. C136.2-2004 (or latest), American National Standard for Roadway and Area Lighting Equipment—Luminaire Voltage Classification
  2. C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment - Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing
  3. C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification
  4. C136.22-2004 (R2009 or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
  5. C136.25-2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures
  6. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
  7. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting
- B. Illuminating Engineering Society of North America (IESNA or IES)

1. DG-4-03 (or latest), Design Guide for Roadway Lighting Maintenance
2. HB-10-11 (or latest), IES Lighting Handbook, 10<sup>th</sup> Edition
3. LM-50-99 (or latest), IESNA Guide for Photometric Measurement of Roadway Lighting Installations
4. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
5. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
6. RP-8-00 (or latest), ANSI / IESNA American National Standard Practice for Roadway Lighting
7. TM-3-95 (or latest), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83
8. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
9. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources

C. Institute of Electrical and Electronics Engineers (IEEE )

1. IEEE C62.41.2-2002 (or latest), IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
2. ANSI/IEEE C62.45-2002 (or latest), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits

D. National Electrical Manufacturers Association (NEMA )

1. ANSI/NEMA/ANSLG C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products

E. National Fire Protection Association (NFPA )

1. 70 – National Electrical Code (NEC)

F. Underwriters Laboratories (UL)

1. 1449, Surge Protective Devices
2. 1598, Luminaires
3. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Product

### **716-B.2.2 Roadway Luminaire**

Provide Roadway Luminaire consisting of a housing, LED light source, photo-control device (if specified) and electronic driver (power supply). The power supply shall be integral to the unit.

Provide the LED light source, lamp wattage, and line voltage in accordance with the Contract.

Provide a 2 inch slipfitter able to be mounted on the NMDOT Type V standard without any addition external hardware.

Provide Luminaire capable of operating in a temperature range of -40°C to 40°C (approximately -40°F to 104°F).

Provide Luminaire with ANSI C136.41 photo-control receptacle for future upgrading if required by Contract.

Luminaire shall be compliant with UL 1598 and suitable for use in wet conditions. Each Luminaire shall have an IEC 529 Ingress Protection rating of IP 66 or greater. Lumen maintenance shall be measured in accordance with IESNA LM-80 and long-term lumen maintenance shall be measured in accordance with IESNA TM-21.

Luminaire light source and drivers shall be Restriction of Hazardous Substance Directive (RoHS) compliant.

Luminaire shall be constructed such that LED modules may be replaced or repaired without replacement of whole luminaire. All needed electrical and electronic components shall have quick-disconnect type connectors.

#### **716-B.2.2.1 Mounting Requirements**

Provide heavy-duty cast aluminum housing. Housing shall be designed to allow water shedding. All hardware on the exterior of the housing, including cover, latch, and exposed hinge parts shall be of a non-corrosive material such as stainless steel, zinc or steel with zinc alloy electroplate and chromate top coat. Exterior painting for additional corrosion resistance shall be as specified in the Contract.

Provide housing that is easy to open when mounted or when placed on the ground. All internal parts shall be readily accessible.

Provide gaskets capable of filtering and sealing the fixture, and capable of withstanding the temperatures created by the Luminaire.

Provide a 2-bolt or 4-bolt slipfitter mount capable of clamping on a nominal 2 inch pipe tenon. Slipfitter mount shall allow a minimum of 4 inches of the pole bracket to be inserted into the Luminaire mounting assembly. The slipfitter mount shall be capable of leveling the Luminaire horizontally ( $\pm 3^\circ$ ).

Provide easy removable drivers with quick-disconnect plugs and which will not disturb the sealed optical system. A single door allowing access to the electrical components and the optical system is acceptable if the electrical components are easily removable with a screwdriver.

Provide an external label stating operating voltage and current range per ANSI C136.15. Provide an internal label per ANSI C136.22.

Provide Luminaire designed to withstand mechanical shock and vibration from high winds and other sources. Luminaires shall be certified to withstand a 2G vibration test as determined by IEEE C136.31. Luminaires to be located on a bridge deck shall be certified to withstand a 3G vibration test as determined by IEEE C136.31.

Provide Luminaire ingress protection in accordance with ANSI C136.25.

#### **716-B.2.2.2 Photometric Requirements**

Provide a completely sealed optical system with an (IEC) IP rating of 66 or greater. Testing shall be in accordance with IESNA LM-79 and at an ambient temperature of 25°C.

Provide a nominal corrected color temperature (CCT) range of 4000K to 4500K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

Provide Luminaire with a Backlight, Uplight and Glare (BUG) rating (calculated per IESNA TM-15) as follows:

Backlight rating shall not exceed 3  
Uplight rating shall not exceed 0  
Glare rating shall not exceed 3

Provide Luminaire with a minimum efficacy of 80 lumens per watt. The Luminaire shall provide a rated life of 70,000 hours when operated at 77°F (25°C) for 12 hours per day. The Luminaire shall deliver a minimum of 70% of initial delivered lumens after 70,000 hours of operation. Provide a TM-21 calculation and lumen depreciation factor calculated at 25°C at 70,000 hours upon request.

Provide Luminaire with over optical elements capable of providing IESNA Type II, III, IV, or V distributions as specified. All LED's shall provide the same optical pattern such that catastrophic failures of individual LED's will not constitute loss in the distribution pattern. If specified in the Contract, submit photometric data in IES format to the Project Manager for approval.

#### **716-B.2.2.3 Electrical Requirements**

Provide Luminaire capable of operating from a 60 HZ  $\pm$  3 HZ AC line over a voltage ranging from 110 VAC to 480 VAC. Fluctuations of line voltage shall have no visible effect on the luminous output.

Provide Luminaire electrical components with a lifetime rating of 70,000 hours or greater. Provide a minimum rated drive life of 70,000 hours.

Provide Luminaire with a Power Factor (PF) of 0.90 or greater and less than 20% Total Harmonic Distortion (THD) under full load.

Provide Luminaire with integral surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference. The SPD

shall conform to UL 1449 and performance shall be tested in accordance with IEEE C62.41 (Class C) and IEEE C62.41. The SPD shall be field replaceable.

Provide Luminaire with thermal management of sufficient capacity to assure proper operation over the expected useful life.

#### **716-B.2.2.4 Photo-control Device**

Provide Luminaire with an individual photo-control device on the top of the housing, mounted inside or outside, if specified in the Contract. The photo-control device shall meet ANSI C136.10 standards.

#### **716-B.2.3 High Mast Luminaire**

Provide vertical-burning High Mast Luminaires for mounting above 60 feet. High Mast Luminaires shall consist of a weatherproof aluminum housing, an aluminum slipfitter, LED light source, photo-control device (if specified) and electronic driver (power supply).

Provide the LED light source, lamp wattage, and line voltage in accordance with the Contract.

Provide Luminaire capable of operating in a temperature range of -40°C to 45°C (approximately -40°F to 115°F).

Provide mount capable of securely attaching the assembly while providing  $\pm 3^\circ$  of vertical adjustment.

Provide open, ventilated optical assemblies unless otherwise specified. If the Contract specifies a closed assembly, provide an optical assembly with a heat- and shock resistant glass flat lens on the bottom with a gasket capable of filtering and sealing the fixture while withstanding the temperatures created by the Luminaire.

Provide non-corrosive materials for all exposed parts on the exterior of the housing, including covers, latches, and exposed hinge parts.

Provide High Mast Luminaire compliant with UL 1598 and suitable for use in wet conditions.

Provide easy quick-disconnect plugs and easy access to LED drivers, surge protection, and terminal block.

Provide High Mast Luminaire designed to withstand mechanical shock and vibration from high winds and other sources. High Mast Luminaires shall be certified to withstand a 3G vibration test as determined by IEEE C136.31.

Provide Luminaire electrical components with a lifetime rating of 100,000 hours or greater.

Provide High Mast Luminaire with a Power Factor (PF) of 0.90 or greater and less than 20% Total Harmonic Distortion (THD) under full load.

Provide Luminaire with integral surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference. The SPD shall conform to UL 1449 and performance shall be tested in accordance with IEEE C62.41 (Class C) and IEEE C62.41. The SPD shall be field replaceable.

Provide High Mast Luminaire with a minimum efficacy of 80 lumens per watt.

Provide a nominal corrected color temperature (CCT) range of 4,000K to 5,000K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

Provide a symmetrical light distribution with IESNA Type V FCO (full cut-off). If the contract specifies asymmetrical light distribution, provide IESNA Type II or III (FCO) or as otherwise specified in the Contract.

Provide photometric data in IES format to the Project Manager for approval if specified in the Contract.

Provide High Mast Luminaire which conforms with the New Mexico Night Sky Protection Act.

#### 716-B.2.4 Sign Luminaire

Provide LED Sign Luminaires designed to illuminate a retro-reflecting sign face from a horizontal position below the sign. Sign Luminaires shall consist of weatherproof aluminum housing, mounting hardware, LED light source, photo-control device (if specified) and electronic driver (power supply).

Provide the LED light source, lamp wattage, and line voltage in accordance with the Contract.

Provide Luminaire capable of operating in a temperature range of -40°C to 45°C (approximately -40°F to 115°F). Provide Sign Luminaire compliant with UL 1598 and suitable for use in wet conditions.

Provide non-corrosive materials for all exposed parts on the exterior of the housing, including covers, latches, and exposed hinge parts.

Provide a nominal 1 inch pipe slipfitter for the Sign Luminaire. Provide a 1 inch steel pipe support bracket securely welded to a ½ inch steel mounting plate, designed to bolt directly to supports on the back of the sign.

Provide easy quick-disconnect plugs and easy access to LED drivers, surge protection, and terminal block.

Provide a Sign Luminaire with a maximum uniformity gradient of a 2:1 ratio of illumination any 1 ft<sup>2</sup> of sign face to any adjacent 1 ft<sup>2</sup>.

### **716-B.2.5 Underpass Luminaire**

Provide Underpass Luminaires that consist of a weatherproof aluminum housing, mounting hardware, LED light source, and an electronic driver (power supply).

Provide the LED light source, lamp wattage, and line voltage in accordance with the Contract.

Provide Underpass Luminaires that mount directly on a wall with surface wiring or over a recessed outlet box.

Provide Luminaire capable of operating in a temperature range of -40°C to 45°C (approximately -40°F to 115°F).

Provide non-corrosive materials for all exposed parts on the exterior of the housing and tamper-resistant latches.

Provide Underpass Luminaire designed to withstand mechanical shock and vibration from vehicular traffic and other sources. Underpass Luminaires shall be certified to withstand a 3G vibration test as determined by IEEE C136.31.

Provide Luminaire with integral surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference. The SPD shall conform to UL 1449 and performance shall be tested in accordance with IEEE C62.41 (Class C) and IEEE C62.41. The SPD shall be field replaceable.

Provide a nominal corrected color temperature (CCT) range of 4,000K to 4,500K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

Provide Luminaires capable of illuminating an area equal to one mounting height on either side of the fixture, and two mounting heights in front of the fixture.

### **716-B.2.6 Area and Ornamental Luminaires**

Provide Area and Ornamental Luminaires that are decorative Luminaires mounted on Type V Standards or ornamental poles for rest areas or similar applications. Area and Ornamental Luminaires shall consist of a weatherproof aluminum housing, an aluminum slipfitter, LED light source, photo-control device (if specified) and electronic driver (power supply).

Provide the LED light source, lamp wattage, and line voltage in accordance with the Contract.

Provide non-corrosive materials for all exposed parts on the exterior of the housing, including covers, latches, and exposed hinge parts.

Provide Area and Ornamental Luminaire compliant with UL 1598 and suitable for use in wet conditions.

Provide easy quick-disconnect plugs and easy access to LED drivers, surge protection, and terminal block.

Provide Luminaire electrical components with a lifetime rating of 70,000 hours or greater.

Provide Area and Ornamental Luminaire with a Power Factor (PF) of 0.90 or greater and less than 20% Total Harmonic Distortion (THD) under full load.

Provide Luminaire with integral surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference. The SPD shall conform to UL 1449 and performance shall be tested in accordance with IEEE C62.41 (Class C) and IEEE C62.41. The SPD shall be field replaceable.

Provide Area and Ornamental Luminaire with a minimum efficacy of 80 lumens per watt.

Provide a nominal corrected color temperature (CCT) range of 4,000K to 5,000K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

Provide a symmetrical light distribution unless otherwise specified in the Contract.

Provide photometric data in IES format to the Project Manager for approval if specified in the Contract.

### **716-B.3 CONSTRUCTION REQUIREMENTS**

Properly assemble and align LED Luminaire in accordance with manufacturer's and Contract design requirements. Contractor shall level the LED Luminaire to adhere to New Mexico Dark Sky Act.

Provide conduit and wiring to the nearest pull box (splice point into the main distribution feed) and necessary mounting devices for the installation of underpass Luminaires.

Place ornamental poles and Luminaires in accordance with the Contract requirements and the manufacturer's recommendations, as approved by the Project Manager.

### **716-B.4 WARRANTY**

A.

The entire Luminaire assembly including materials, workmanship, photometrics, labor, power supply and LED modules shall have a minimum five (5) year warranty from the date of acceptance.

B. If more than 5% of the individual LED's fail within the warranty period the Luminaire must be repaired or replaced.

C. The warranty will not be affected by opening the power door and/or accessing the electrical cavity.

D. The specified paint finish shall have a minimum five (5) year warranty from the date of acceptance.

## **716-B.5 METHOD OF MEASUREMENT**

LED Luminaires will be measured on a per unit basis.

LED Luminaires will be paid for at the contracted unit price per each unit.

Pay Item	Pay Unit
LED ROADWAY LUMINAIRE	EACH
LED HIGH MAST LUMINAIRE	EACH
LED SIGN LUMINAIRE	EACH
LED UNDERPASS LUMINAIRE	EACH
LED AREA LUMINAIRE	EACH
LED ORNAMENTAL LUMINAIRE	EACH

#### 716-B.6.1 Work Included in Payment

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

- A. Wiring;
- B. Conduit;
- C. Mounting Hardware and drivers; and
- D. Photo-control devices.

## **E.2 NMDOT STANDARD SPECIAL PROVISIONS**

SPECIAL PROVISION MODIFYING SECTION 201 – CLEARING AND GRUBBING

SPECIAL PROVISION MODIFYING SECTION 203, 405, 408, 605, 608, 609 – EXCAVATION, BORROW AND EMBANKMENT; DETOUR PAVEMENTS; PRIME COAT; DRAINS; SIDEWALKS, DRIVEPADS AND CONCRETE MEDIAN PAVEMENT; CURB AND GUTTER

SPECIAL PROVISION MODIFYING SECTION 206 – EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR STRUCTURES

SPECIAL PROVISION MODIFYING SECTION 210 – EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES

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

SPECIAL PROVISION MODIFYING SECTION 401 – PAVEMENT SMOOTHNESS MEASUREMENT

SPECIAL PROVISION MODIFYING SECTION 403 – OPEN GRADED FRICTION COURSE (NON-QLA)

SPECIAL PROVISION MODIFYING SECTION 405 – DETOUR PAVEMENTS

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

SPECIAL PROVISION MODIFYING SECTION 424 – WARM MIX ASPHALT

SPECIAL PROVISION MODIFYING SECTION 450 – PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (QLA)

SPECIAL PROVISION MODIFYING SECTION 450 – PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (NON-QLA)

SPECIAL PROVISION MODIFYING SECTION 452 – SEALING AND RESEALING CONCRETE PAVEMENT JOINTS

SPECIAL PROVISION MODIFYING SECTION 455 – DIAMOND GRINDING AND DIAMOND GROOVING OF PORTLAND CEMENT CONCRETE PAVEMENT (PCCP)

SPECIAL PROVISION MODIFYING SECTION 512 – SUPERSTRUCTURE CONCRETE

SPECIAL PROVISION MODIFYING SECTION 532 – PENETRATING WATER REPELLENT TREATMENT

SPECIAL PROVISION MODIFYING SECTION 536 – POLYMER CONCRETE BRIDGE DECK OVERLAY

SPECIAL PROVISION MODIFYING SECTION 547 – SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR PAINTING OPERATIONS

SPECIAL PROVISION MODIFYING SECTION 606 – METAL AND CONCRETE WALL BARRIER

SPECIAL PROVISION MODIFYING SECTION 607 – FENCE

SPECIAL PROVISION MODIFYING SECTION 610 – CATTLE GUARDS

SPECIAL PROVISION MODIFYING SECTION 622 – FIELD LABORATORIES AND FIELD OFFICES

SPECIAL PROVISION MODIFYING SECTION 631 – RUMBLE STRIPS

SPECIAL PROVISION MODIFYING SECTION 632 – REVEGETATION

SPECIAL PROVISION MODIFYING SECTION 705 – GENERAL REQUIREMENTS FOR TRAFFIC SIGNAL AND LIGHTING SYSTEMS

SPECIAL PROVISION MODIFYING SECTION 802 – POST CONSTRUCTION PLANS

SPECIAL PROVISION MODIFYING SECTION 901 – QUALITY CONTROL QUALITY ASSURANCE (QCAQ)

February 12, 2014

## **SPECIAL PROVISIONS MODIFYING**

### **SECTION 201: Clearing and Grubbing**

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

Add the following to **201.3 CONSTRUCTION REQUIREMENTS**

#### **201.3.1 GENERAL**

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

#### **201.5.1 Work Included in Payment**

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

February 24, 2014

## SPECIAL PROVISIONS MODIFYING

### SECTIONS:

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

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

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

203.3.3 Rock Cuts

405.3.1 General

408.3.3 Preparation of Surface

605.2.3 Granular Materials

608.2.3 Bed Course Material

609.2.3 Bed Course Material

609.3.1 Foundation

May 16, 2014

## **SPECIAL PROVISIONS MODIFYING**

### **Section 206: Excavation and Backfill for Culverts and Minor 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:

#### **206.5 BASIS OF PAYMENT**

Include the following to 206.5.1 Work Included in Payment

Bedding Material

## **SPECIAL PROVISIONS MODIFYING**

### **SECTION 210: EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES**

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

Replace the following sub-section with:

#### **210.2.1 Select Backfill**

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

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

Replace the following sub-section with:

#### **210.2.2 Approach Slab**

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

Delete the following sub-section:

#### **210.3.3 Contractor Certification of Backfill**

Replace the following sub-section with:

#### **210.4 METHOD OF MEASUREMENT**

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

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

Replace the following sub-section with:

#### **210.5.1 Work Included in Payment**

Excavation and Backfill for Major Structures includes the following:

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.

February 12, 2014

## SPECIAL PROVISIONS MODIFYING

### SECTIONS:

303 BASE COURSE

403 OPEN GRADED FRICTION COURSE (NON-QLA)

412 HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT

413 SINGLE-MACHINE HOT IN-PLACE SURFACE REPAVING

415 PAVEMENT SURFACE RESTORATION

416 MINOR PAVING

417 MISCELLANEOUS PAVING

451 PORTLAND CEMENT CONCRETE PAVEMENT

517 PRECAST CONCRETE STRUCTURES

518 PRE-STRESSED CONCRETE MEMBERS

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

#### **303.5.1 WORK INCLUDED IN PAYMENT**

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

#### **403.5.2 WORK INCLUDED IN PAYMENT**

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

#### **412.5.1 WORK INCLUDED IN PAYMENT**

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

#### **413.5.1 WORK INCLUDED IN PAYMENT**

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

#### **415.5.2 WORK INCLUDED IN PAYMENT**

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

#### **416.5.1 WORK INCLUDED IN PAYMENT**

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

#### **417.5.1 WORK INCLUDED IN PAYMENT**

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

#### **451.5.2 WORK INCLUDED IN PAYMENT**

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

#### **517.5.1 WORK INCLUDED IN PAYMENT**

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

#### **518.5.1 WORK INCLUDED IN PAYMENT**

Add the following:

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

## SPECIAL PROVISIONS MODIFYING

### SECTION 401: PAVEMENT SMOOTHNESS MEASUREMENT

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

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

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

## SPECIAL PROVISIONS MODIFYING SECTION 403: OPEN GRADED FRICTION COURSE (NON-QLA)

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

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

### **403.2.5 Mix Design**

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

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

### **403.3.6.1.1 Suspension of Operations**

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

graded or segregated or fails to meet the requirements herein provided shall be corrected or removed and disposed of immediately as directed by the Project Manager at the Contractor's expense.

February 13, 2014

## **SPECIAL PROVISIONS MODIFYING SECTION 405: DETOUR PAVEMENTS**

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

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

### **405.3.1 General**

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

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

## **SPECIAL PROVISIONS MODIFYING SECTION 423: HOT MIX ASPHALT – SUPERPAVE (QLA AND NON-QLA)**

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

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

### **423.3.4.2 Haul Equipment**

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

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

### **423.3.5.7 Test Strip & Shakedown Period**

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

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

The test strip will be evaluated for acceptance according to Table 423.3.5.7:1 "Test Strip Acceptance Limits". If accepted, the test strip will be paid at the unit price for HMA Complete or HMA per Section 423.5 "Payment". If rejected, said material shall be handled in accordance with Section 423.3.6.1.3 Adherence to Specifications and Rejection of Non-specification Material. Remove rejected test strip material placed within the Roadway Prism at no cost to the Department. If the Contractor disagrees with removing and replacing unacceptable material placed in test strips outside the Roadway Prism, the Assistant District Engineer for Construction, based on engineering judgment, will decide if the material can remain in place with a maximum pay factor of 50%, or shall be removed and replaced at no cost to the Department.

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

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

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

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

**Table 423.3.5.7:1**  
**Test Strip Acceptance Testing Limits <sup>a,c</sup>**

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

<sup>a</sup> Asphalt Content will be determined using AASHTO T308 as modified by TTCP.

<sup>b</sup> HMA will not be rejected based on Asphalt Content Determined by AASHTO T 308

<sup>c</sup> Acceptance will be based on the average test values.

Include the following to Subsection 423.3.7 Dispute Resolution:

#### **423.3.7 Dispute Resolution**

Include the following to the list of possible Laboratory selections:

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

3. State Materials Bureau Laboratory

## **SPECIAL PROVISIONS MODIFYING SECTION 424: WARM MIX ASPHALT**

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

Delete Subsection **424.3.4.2 Haul Equipment** in its entirety and replace with the following:

### **424.3.4.2 Haul Equipment**

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

Delete Subsection **424.3.5.7 Test Strip & Shakedown Period** in its entirety and replace with the following:

### **424.3.5.7 Test Strip & Shakedown Period**

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

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

The test strip will be evaluated for acceptance according to Table 424.3.5.7:1 "Test Strip Acceptance Limits". If accepted, the test strip will be paid at the unit price for WMA Complete or WMA per Section 424.5 "Payment". If rejected, said material shall be handled in accordance with Section 424.3.6.1.3 Adherence to Specifications and Rejection of Non-specification Material. Remove rejected test strip material placed within the Roadway Prism at no cost to the Department. If the Contractor disagrees with removing and replacing unacceptable material placed in test strips outside the Roadway Prism, the Assistant District Engineer for Construction, based on engineering judgment, will decide if the material can remain in place with a maximum pay factor of 50%, or shall be removed and replaced at no cost to the Department.

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

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

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

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

**Table 424.3.5.7:1**  
**Test Strip Acceptance Testing Limits <sup>a,c</sup>**

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

<sup>a</sup> Asphalt Content will be determined using AASHTO T308 as modified by TTCP.

<sup>b</sup> HMA will not be rejected based on Asphalt Content Determined by AASHTO T 308

<sup>c</sup> Acceptance will be based on the average test values.

Include the following to Subsection 424.3.7 Dispute Resolution:

**424.3.7 Dispute Resolution**

Include the following to the list of possible Laboratory selections:

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

3. State Materials Bureau Laboratory

## SPECIAL PROVISIONS MODIFYING SECTION 450: PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (QLA)

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

### **450.3.1 Proportioning**

Use a Class F-LS concrete mix that has been reviewed and approved in accordance with Section 509 by the State Concrete Engineer. If the concrete is not slip-formed, an approved Class AA-HPD concrete mix shall be used instead of Class F.

Mix and place all concrete in accordance with Section 510.3 except for the following subsections: 510.3.5.5 "Price Adjustments", 510.3.5.5.1 "Cylinder Based Price Adjustments", and 510.3.5.5.2 "Price Adjustment based on In-Place Strength Tests".

Use a concrete mix that has been approved for use in the Freeze-Thaw zone, as defined in Section 509.2.8.2, "Freeze-Thaw Risk Zones" in which the Project is located.

Keep a copy of the approved mix design available on the jobsite when using the concrete mix.

### **450.3.4 Joints**

Delete the first paragraph, and replace with the following:

Submit the proposed joint layout plan in .pdf format to the Project Manager, State Pavement Engineer and the State Materials Bureau for review and approval at least four (4) weeks before starting concrete slab construction. The proposed joint layout plan shall have the lane markings, and manholes and utilities where applicable, clearly depicted. Attempts shall be made in the submitted jointing plan for mainline paving not to place longitudinal joints in the wheel path. After receiving the recommendations and/or responses from the State Pavement Engineer and from the State Materials Bureau, the Project Manager will either approve or reject the submittal within 10 Working Days from the date of submittal.

Delete the second paragraph, and replace with the following:

Construct joints at the locations, intervals, and dimensions shown in the approved joint layout plan, and seal them in accordance with Section 452, "Sealing and Resealing Concrete Pavement Joints." Ensure no re-entrant corners. For typical slabs the longitudinal joint spacing shall not exceed 12 feet and the transverse joint spacing shall

not exceed 15 feet. The maximum slab length-to-width ratio shall not be greater than 1.25:1 for the primary traveled lanes and longitudinal joints shall be placed within the lane stripe or as approved by the Project

Manager and NMDOT Pavement Engineer. For joints in shoulders and non-mainline paving, length to width ratios exceeding 1.25:1 may be required to maintain the continuity of the joints. Skewed joints are not allowed. Avoid tapered joints if possible. If a tapered joint is formed, place a control joint at:

Delete fifth paragraph that states "Begin sawcutting of the joints as soon as possible...".

Add to seventh paragraph, at the beginning:

Time to cut longitudinal and transverse joints is to be determined by the contractor. Approval of jointing plan by NMDOT does not absolve the contractor from responsibility of PCCP panels containing uncontrolled cracks. The Project shall not be granted Substantial Completion until all panels containing cracks have been removed and replaced.

#### 450.3.4.1 Longitudinal Joints

Delete the second paragraph, and replace with the following:

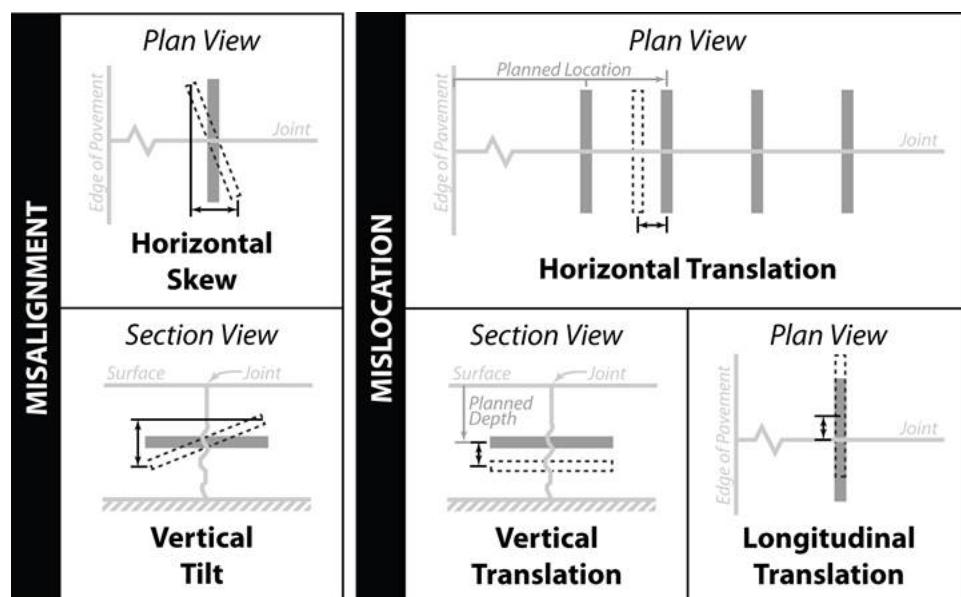
The combined width of all concrete slabs tied together in any one placement shall not be more than 40 feet.

#### 450.3.4.2 Transverse Joints

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

Dowel placement tolerances are:

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



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

#### **450.3.4.4 Final Location of Dowels and Tie Bars**

Delete the first paragraph, and replace with the following;

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

#### **450.3.5.3 Surfacing Smoothness Requirements**

Delete the second paragraph and 1. in its entirety;

Test the longitudinal smoothness of the PCCP finished surface in each through traffic lane and passing lane with an approved Profile, in accordance with Section 401, "Pavement Smoothness Measurement."

#### **450.3.5.4 Straightedge Measurements**

Measure the surface of PCCP not subject to Profiler measurements using an approved 10-foot straightedge at both right angles and parallel to the centerline. Correct surface deviations in accordance with Section 401.

### **450.5 BASIS OF PAYMENT**

Include the following paragraph to **BASIS OF PAYMENT**.

#### **Work Included in Payment**

The Department considers dowels, tie bars, joint Materials, and required coring, including filling the core holes with concrete, Incidental to the Work in accordance with Section 452, "Sealing and Resealing Concrete Pavement Joints.

April 16, 2014

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 451: PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) (Non-QLA)**

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

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

**451.3.9.1 Contractor Quality Control**

See Section 450.3.10.1, "Contractor Quality Control"

January 27, 2015

## **SPECIAL PROVISIONS MODIFYING SECTION 452: SEALING AND RESEALING CONCRETE PAVEMENT JOINTS**

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

Delete subsection **452.2.1 Sealant**, and replace with the following:

### **452.2.1 Sealant**

Joint sealant Material will either be a Type NS or SL single component silicone formulation meeting the requirements of ASTM D 5893 or a single component low modulus polyurethane formulation meeting the requirements of ASTM C 920 and Table 452.2.2:1, "Polyurethane Sealant Physical Requirements."

Provide a qualified manufacturer's representative on the Project for at least the first Day of sealant application. Prepare and seal the joints in accordance with proper procedures approved by the manufacturer's representative.

Obtain the manufacturer's written verification of primer, backer, and sealant compatibility.

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 455: DIAMOND GRINDING AND DIAMOND GROOVING OF PORTLAND  
CEMENT CONCRETE 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.

Revised February 2, 2015  
November 3, 2014

## **SPECIAL PROVISIONS MODIFYING SECTION 512: SUPERSTRUCTURE CONCRETE**

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

### **512.3 CONSTRUCTION REQUIREMENTS**

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

Comply with Section 511.3.4.5 Rate of Evaporation Limitations.

### **512.3.10 Final Operations**

Delete Subsection 512.3.10.1 Curing and substitute with the following:

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

March 4, 2015

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 532: PENETRATING WATER REPELLENT TREATMENT**

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

**532.4 METHOD OF MEASUREMENT**

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

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

**532.5 BASIS OF PAYMENT**

<b>Pay Item</b>	<b>Pay Unit</b>
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.

January 7, 2015

## **SPECIAL PROVISIONS MODIFYING SECTION 536: POLYMER CONCRETE BRIDGE DECK OVERLAY**

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

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

### **536.3.8 Curing**

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

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

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

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 547: SAFETY and ENVIRONMENTAL REQUIREMENTS for PAINTING  
OPERATIONS**

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

**547.1 DESCRIPTION**

Include the following:

Provide the services of a Licensed Abatement Firm. Comply with all Tribal, State, Local, and Federal Environmental Regulations; the more stringent regulations will govern. Will be responsible for obtaining all permits and shall incur all associated expenses.

**547.5 BASIS OF PAYMENT**

Delete Subsection 547.5.1 Work Included in Payment and replace with the following:

**547.5.1 Work Included in Payment**

The following Work and items will be considered as included in the payment for the main item and will not be measured or paid for separately: permits, labor, tools, Equipment, Materials, loading, hauling, monitoring, testing, means for disposal of debris and other appurtenances necessary to comply with these safety and environmental requirements.

Revised October 30, 2014  
June 16, 2014

## **SPECIAL PROVISIONS MODIFYING SECTION 606: METAL AND CONCRETE WALL BARRIER**

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

### **606.1 DESCRIPTION**

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

### **606.2 MATERIALS**

#### **606.2.1 Guardrail**

The types of guardrail are as follows:

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

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

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

#### **606.2.1.1 Rail Elements**

##### **606.2.1.1.1 Galvanized Guardrail**

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

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

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

#### **606.2.1.1.2 Weathering Guardrail**

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

#### **606.2.1.1.3 Double Nested Guardrail**

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

#### **606.2.1.2 Fasteners**

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

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

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

#### **606.2.1.3 Posts**

##### **606.2.1.3.1 Wood Posts**

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

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

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

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

Provide wood preservatives in accordance with AASHTO M 133.

#### **606.2.1.3.2 Structural Shape Posts**

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

#### **606.2.1.4 Offset Blocks**

##### **606.2.1.4.1 Wood Offset Blocks**

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

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

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

Provide wood preservatives in accordance with AASHTO M 133.

##### **606.2.1.4.2 Plastic and Composite Offset Blocks**

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

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

## 606.2.2 Cable Barrier

Reserved.

## 606.2.3 Concrete Wall Barrier (CWB)

The types of CWB are as follows:

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

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

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

### 606.2.3.1 CWB Steel Access Panel

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

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

## 606.2.4 End Treatments

The types of end treatments are as follows:

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

Provide End Treatments on the Department's *Approved Products List* that have been tested in accordance with NCHRP Report 350 and the AASHTO Manual for Assessing Safety Hardware (MASH). The manufacturer

will sign and notarize certification stating that the Materials have met testing requirements.

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

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

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

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

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

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

#### **606.2.5 Transitions**

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

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

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

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

#### **606.2.6 Protection Systems**

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

- Median Protection System;
- Drainage Structure Protection System.

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

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

#### **606.2.7 Materials Certification**

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

#### **606.2.8 Member Identification and Marking**

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

#### **606.2.9 Reflective Barrier Delineators**

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

Place reflective barrier delineators back to back on median barriers.

### **606.3 CONSTRUCTION REQUIREMENTS**

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

#### **606.3.1 Guardrail Installation**

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

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

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

##### **606.3.1.1 Posts**

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

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

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

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

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

Table 606.3.1.1  
Required Guide Hole Diameter

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

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

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

#### 606.3.1.2      Metal Rail

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

connections and for sampling in the field.

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

#### **606.3.1.3 Repair of Damaged Coating**

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

#### **606.3.2 Cable Barrier Installation**

Reserved.

#### **606.3.3 Concrete Wall Barrier Installation**

##### **606.3.3.1 Concrete Wall Barrier Fabrication**

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

Construct temporary precast CWB in accordance with the Plans.

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

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

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

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

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

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

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

### **606.3.3.2      Concrete Wall Barrier Joint Treatment**

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

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

### **606.3.3.3      Concrete Wall Barrier Installation**

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

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

#### **606.3.3.3.1    Temporary Concrete Wall Barrier Requirements**

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

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

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

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

#### **606.3.3.3.2    Temporary Concrete Wall Barrier (Contractor-Retained CWB)**

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

Provide connecting hardware for the CWB assembly.

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

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

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

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

#### **606.3.3.3.4 State-Provided Concrete Wall Barrier**

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

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

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

#### **606.3.4 End Treatment Installation**

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

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

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

Immediately repair traffic damage to barrier components.

#### **606.3.5 Transition Installation**

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

#### **606.3.6 Protection System Installation**

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

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

### **606.3.7 Embankment Grading Requirements**

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

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

### **606.3.8 Drainage Requirements**

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

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

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

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

### **606.3.9 Vegetation Management Requirements**

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

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

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

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

## **606.4 METHOD OF MEASUREMENT**

### **606.4.1 Guardrail Measurement**

*Guardrail* will be measured and paid in linear feet of guardrail that has been satisfactorily

completed and accepted, exclusive of that length of guardrail that is within the pay limits of end treatments and transitions, as specified. Measurement will be made along the centerline of the barrier.

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

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

#### **606.4.2 Cable Barrier Measurement**

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

#### **606.4.3 Concrete Wall Barrier Measurement**

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

#### **606.4.4 End Treatment Measurement**

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

#### **606.4.5 Transition Measurement**

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

#### **606.4.6 Protection System Measurement**

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

#### 606.4.7 Removal and Reinstall Guardrail

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

#### 606.5 BASIS OF PAYMENT

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

##### 606.5.1 Work Included in Payment

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

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

- Q. Curing of CWB and application of penetrating water-repellent treatment;
- R. Connection pins for temporary CWB;
- S. Concrete wall barrier access panel; and
- T. Reinforcing Steel.

July 6, 2015

## **SPECIAL PROVISIONS MODIFYING 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 pipe on fence and gate supports. Ensure that the top coating and color of the pipe is maintained.

Revised July 6, 2015  
May 18, 2015

## **SPECIAL PROVISIONS MODIFYING SECTION 610: CATTLE GUARDS**

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

### **610.2.1 General**

Permanently cap all vertical metal pipes.

Replace the following under **SECTION 610**:

### **610.2.2 Precast Concrete Cattle Guards**

Use Class AA concrete in accordance with Section 510. "Portland Cement Concrete".

The Department will reject cattle guards with cracks, chips, spalls, or honeycombed or patched areas in excess of 30 in<sup>2</sup>; or those that fail to meet the minimum strength requirements.

Provide shop drawings in accordance with section 105.2 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction 2014 Edition, and in accordance with the current edition of the ACI Detailing Manual

Fabricate precast concrete cattle guard steel grids and other steel "appurtenances" in accordance with Section 541.

July 6, 2015

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 622: FIELD LABORATORIES AND FIELD OFFICES**

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 622.2.1.8 Field Laboratory Facsimile Machine Facilities in its entirety and replace with the following:

Provide Internet access as approved by the Project Manager.

July 6, 2015

## **SPECIAL PROVISIONS MODIFYING SECTION 631: RUMBLE STRIPS**

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 **631.5.1 Work Included in Payment** and include the following:

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately: Equipment and labor; repair of incorrectly placed rumble strips; continuous application of seal coat to completed rumble strips in accordance with Section 407; and repair of damaged pavement.

March 3, 2014

## **SPECIAL PROVISIONS MODIFYING SECTION 632: REVEGETATION**

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

### **632.3 CONSTRUCTION REQUIREMENTS**

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

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

April 4, 2014

## SPECIAL PROVISIONS MODIFYING

### SECTION 705: GENERAL REQUIREMENTS FOR TRAFFIC SIGNAL AND LIGHTING SYSTEMS

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

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

#### **705.5 BASIS OF PAYMENT**

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

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

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

Pay Item	Pay Unit
Signal/Lighting System Start-up Costs	Allowance

Revised January 30, 2009  
May 6, 2008

## **SPECIAL PROVISIONS MODIFYING SECTION 802: POST CONSTRUCTION PLANS**

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 Subection **802.3 BASIS OF PAYMENT** and replace with the following:

### **802.3 BASIS OF PAYMENT**

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

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
Post Construction Plans	Lump Sum

## SPECIAL PROVISIONS MODIFYING SECTION 901: QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

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

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

### 901.4.1 AGGREGATE INDEX

#### 901.4.1.1 DESCRIPTION

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

#### 901.4.1.2 Sampling and Testing Procedures

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

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

Separate the remaining amount of the single sample into five test samples using the procedures in AASHTO T 248. Calculate a soundness loss value for each of these five samples using Table 910.2:1, "Standard Gradation for Soundness Loss Testing."

**Table 901.4.1.2:1**  
**Standard Gradation for Soundness Loss Testing**

Sieve size	% passing
1 1/4 in	100
1 in	100
3/4 in	79
1/2 in	53
3/8 in	34
No. 4	0

Average the five soundness loss results to obtain the overall soundness loss value for the subject aggregate pit.

#### 901.4.1.3 Testing of Aggregates

Perform the following tests using a Department-approved private Laboratory or the State Materials Bureau:

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

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

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

#### 901.4.1.4 Frequency of Testing

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

#### 901.4.1.5 Equation

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

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

Where:

- $AI$  is the aggregate index
- $LA$  is the Los Angeles Wear, the percent of aggregate wear at 500 revolutions if tested in accordance with AASHTO T 96
- $SL$  is the soundness loss of the sample if tested in accordance with AASHTO T 104 using magnesium sulfate with a test duration of 5 cycles and a standard gradation
- $A$  is the absorption, the amount of moisture retained if tested in accordance with AASHTO T 85

Example:

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

## 901.7 BASIS OF PAYMENT

Replace Table 901.7:5 with the following:

Table 901.7:5 Minimum Process Control Guidelines for Portland Cement Concrete Pavement (QC)			
Item	Property	Testing frequency	Test method
Fresh Concrete for PCCP	Unit Weight	1 per 125 yd <sup>3</sup>	AASHTO T 121
	Air Entrainment	1 per 125 yd <sup>3</sup>	AASHTO T 121
	Slump	1 per 125 yd <sup>3</sup>	AASHTO T 119
	Compressive Strength	1 per 125 yd <sup>3</sup>	AASHTO T 22, 23, 231
PCCP in Place	Thickness <sup>a</sup>	2 per 2,500 yd <sup>2</sup> <sup>b</sup>	—

<sup>a</sup>Complete corrective Work specified in Section 450.3.5.2, "Surfacing Smoothness Requirements," before determining pavement thickness

<sup>b</sup>Determine thickness by actual survey conducted before and after the construction of the PCCP at fixed, randomly selected locations.