

City of Santa Fe, New Mexico

Public Works Department Roadway and Trails Engineering Division



Project Manual & Construction Agreement for Santa Fe River Channel Improvements (Phase 3a): Boulder Grade Control Structure Reconstruction CIP # 500B

Bid Number '16/40/B

**BID DUE: June 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

A.	Bidding Documents	A-1
A.1.	Advertisement for Bids	A-3
A.2	Bid Schedule	A-7
A.3	Instructions for Bidders	A-8
A.3.4.1	Local Preference Form.....	A-25
A.4	Bid Submittal	A-26
A.5	Bid Form.....	A-28
A.6	Bid Bond.....	A-35
A.7	Certification of Bidder Regarding Equal Employment Opportunity	A-36
A.8	Certification of Non-Segregated Facilities	A-38
A.9	Non-Collusion Affidavit of Prime Bidder.....	A-40
A.10	Non-Collusion Affidavit of Subcontractor	A-42
A.11	SUBCONTRACTS.....	A-44
A.12	Subcontractor Listing.....	A-45
B.	Contract Documents	B-1
B.1	Construction Agreement.....	B-3
B.2	Performance Bond	B-511
B.3	Labor and Material Payment Bond	B-13
C.	Standard Specifications	C-1
C.1	Standard Specifications.....	C-3
C.2	Special Provisions for Minimum Wage Rate.....	C-3
C.3	Compliance with City of Santa Fe Living Wage Ordinance.....	C-3
C.4	Special Provisions for Submission of Weekly Payrolls	C-4
C.5	Special Provision for Apprentices	C-4
C.6	State Wage Decision	C-7
D.	Notices to Contractors.....	D-1
D.1	Contract Completion Time	D-3
D.2	Materials Testing	D-4

D.3	Disadvantaged Business Enterprise (DBE) Program	D-5
E.	Supplemental Specifications and Special Provisions	E-1
E.1	Standard Specifications, Special Provisions, and Supplements.....	E-3
E.2	Supplemental Specifications to the NMDOT Standard Specifications	E-5
E.3	Special Provisions.....	E-19
E.4	Supplemental Technical Specifications.....	E-21
303	Base Course.....	E-22
602	Boulder Specifications.....	E-23
632	Pole Planting Specifications.....	E-26
702	Traffic Control Devices During Construction.....	E-28

A. Bidding Documents

(This page intentionally left blank)

A.1. Advertisement for Bids

CITY OF SANTA FE, NEW MEXICO

INVITATION TO BID NUMBER: '16/40/B

SEALED BID FOR: **SANTA FE RIVER CHANNEL IMPROVEMENTS
(PHASE 3a): BOULDER GRADE CONTROL
STRUCTURE RECONSTRUCTION, CIP # 500B**

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

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

DATE: Wednesday, June 29, 2016

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

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.
ANY BIDS RECEIVED AFTER THE ABOVE TIME WILL NOT BE CONSIDERED.

PRE-BID CONFERENCE: A mandatory pre-bid conference will be held on Wednesday, June 22, 2016 at 2:00 p.m. in the Roundhouse Conference Room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200. (See attached map.) The purpose of this conference will be for the clarification of the project requirements.

This bid is for the purpose of procuring construction services for the repair/reconstruction of a boulder grade control structure, channel grading, installation of willow pole plantings, and other erosion protection improvements in the Santa Fe River near Calle Don Jose and Santa Fe River Road.

OBTAINING CONTRACT DOCUMENTS: Plan drawings, specifications and contract documents may be reviewed and/or 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

Bid packets may also be obtained by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

Contract documents may be reviewed at the following plan rooms:

Builders News & Plan Room

3435 Princeton Dr. NE

Albuquerque, NM 87107

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

Email: buildersnews@live.com

Construction Reporter

1609 2nd Street, NW

Albuquerque, NM 87102-1446

Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans

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

Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room

coloradoplanroom@isqft.com

Reed Construction Data

Email: customercare@reedbusiness.com

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids for the project will be presented in the form of a unit price bid. The bidder shall bid all items listed. The bidder is responsible for confirming all items and quantities required for the work. Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole.

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 the Contract.

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

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

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

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

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

The 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-16-0750-A.

ATTEST:

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

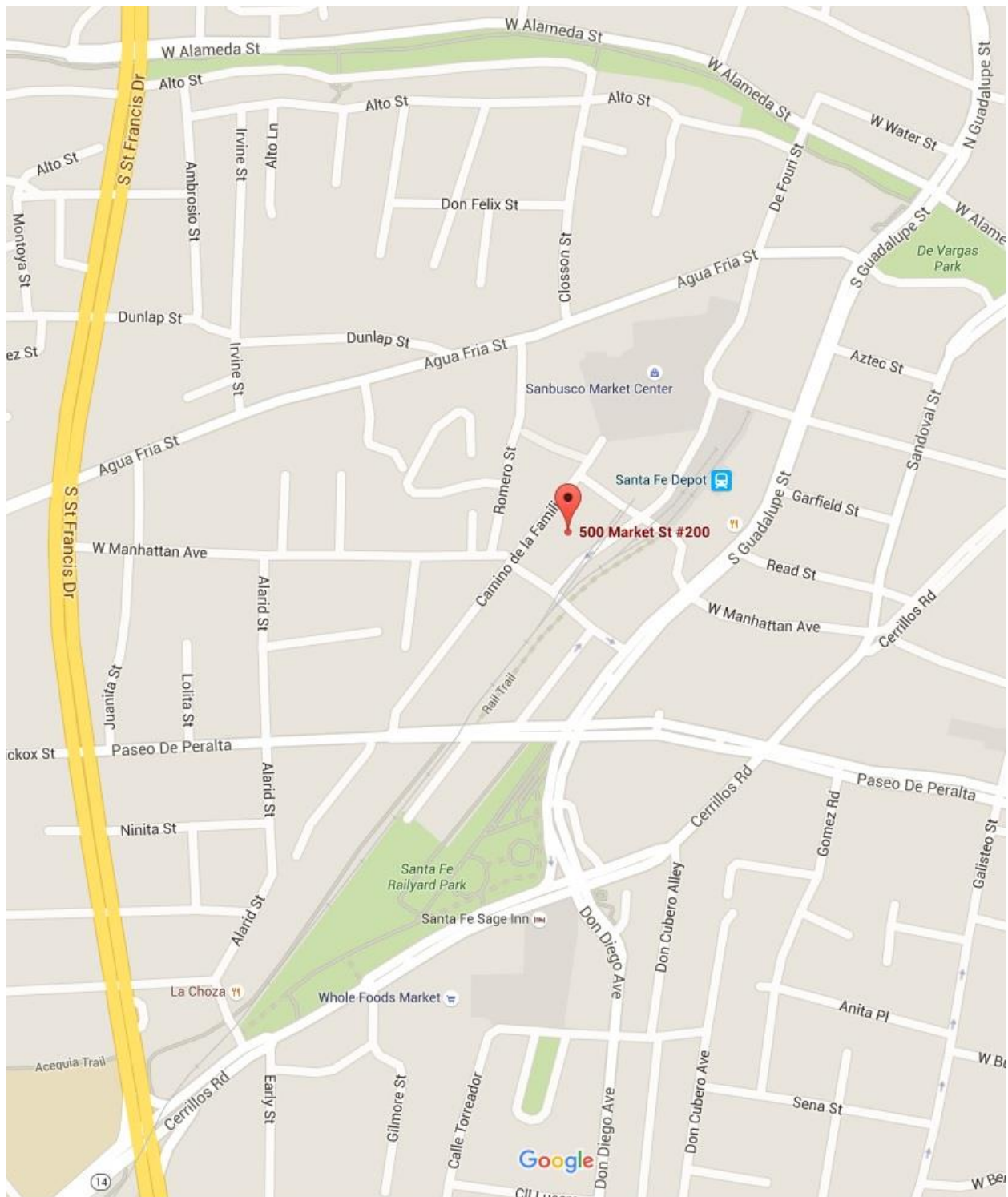
Received by the SANTA FE NEW MEXICAN on date: 06/01/16

To be published on: 06/06/16

Received by the ALBUQUERQUE JOURNAL on date: 06/01/16

To be published on: 06/06/16

Santa Fe River Channel Improvements (Phase 3a): Boulder Grade Control Reconstruction, CIP #500B



Location of Pre-Bid Meeting
June 22, 2016, 2:00 p.m.

A.2 Bid Schedule

Advertisement:	June 6 2016
Issuance of Request for Bids:	June 6, 2016
Pre-Bid Conference:	A mandatory pre-bid conference will be held on Wednesday, June 22, 2016 at 2:00 p.m. in the Roundhouse Conference Room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200.
Receipt of Bids:	Wednesday, June 29, 2016, at 2:00 p.m. local prevailing time at the City of Santa Fe Purchasing Division, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505, (505) 955-5711
Recommendation of Award Public Works Committee:	Monday, July 11, 2016
Recommendation of Award Finance Committee:	Monday, July 18, 2016
Recommendation of Award City Council:	Wednesday, July 27, 2016
Anticipated Notice to Proceed:	Monday, August 22, 2016

Dates of consideration to Public Works Committee, Finance Committee, and City Council, are tentative and may be changed without notice.

A.3 Instructions for Bidders

Bids are requested by City of Santa Fe for construction of the Santa Fe River Channel Improvements (Phase 3a) in accordance with the drawings, specifications and other contract documents prepared by Sites Southwest and Riverbend Engineering of Albuquerque, New Mexico.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor and materials for the construction of the Santa Fe River Channel Improvements (Phase 3a): Boulder Grade Control Structure Reconstruction, as specified in the drawings, specifications and other contract documents.

2. PRE-BID CONFERENCE: A mandatory pre-bid conference will be held on Wednesday, June 22, 2016 at 2:00 p.m. in the Roundhouse Conference Room at the Market Station Offices of the City of Santa Fe at 500 Market Street, Suite 200, Santa Fe, NM. The purpose of this conference will be for the clarification of the project requirements.

3. SPECIFICATIONS AND CONTRACT DOCUMENTS

3.1. SPECIFICATIONS: The construction of this project will be in accordance with the NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2014 Edition (NMDOT SSHBC) as amended herein.

3.2. 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 Engineering Division complete and in good condition within ten (10) business days after the date of bid opening. Up to four (4) additional 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.

4. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT Standard Specifications (SSHBC) as modified.

5. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his/her bid, each bidder must (a) examine the bidding documents thoroughly, (b) visit the site to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

6. THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING: Everything that is bound herein, project plans, any standard specifications referenced herein, and any addenda issued by the City.

7. INTERPRETATIONS:

7.1. ADDENDA AND INTERPRETATIONS

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

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

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

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

8. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.

9. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

9.1. The Contractor, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.

9.2. Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division). A contractor or subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over \$50,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over fifty thousand dollars (\$50,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

9.3. Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.

9.4. The Contractor shall list all subcontractor names, addresses and type of work to be performed.

9.5. The threshold amount for this project is \$5,000. The General contractor must list all subcontractors who will perform work in excess of this threshold. Only one sub-contractor may be listed for each category as defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.

9.6. **EXEMPTION:** In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including

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

The bidder shall list the subcontractor or material suppliers he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. If awarded the contract, the Bidder shall use the firm listed, or himself/herself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Owner of any reason as outlined herein.

9.7. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:

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

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

9.7.1.2. The subcontractor fails or refuses to perform;

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

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

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

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

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

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

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

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

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

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

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

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

10. COMPLETION OF BID FORM:

10.1. The Bid Form is included in the bidding documents. Additional copies may be obtained from the City.

10.2. Bid Forms must be completed in either ink or typewritten. All blank spaces for bid prices must be filled in, ink or type written. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.

10.3. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, his/her title must appear under his/her signature and the official address of the partnership must be shown below the signature.

10.5. All names must be typed or printed below the signature.

10.6. The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11. QUALIFICATION OF BIDDERS: All bidders must have a valid New Mexico Contractor's License appropriate to the work herein specified.

12. 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 supplied 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.

13. SUBMISSION OF BIDS: One Original and One Copy of the Bid Package shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, with the following items marked clearly on the outside of the envelope:

Bid Number: **'16/40/B**

Project title: **Santa Fe River Channel Improvements, Phase 3a**

Name and address of the bidder

N.M. Contractor's License Number

The bid submittal shall not be detached from the bound set of bidding documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed and delivered to:

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

No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it is. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. (Note that the Purchasing Office is closed between 12:00 noon to 1:00 p.m.)

14. MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

15. BIDS TO REMAIN OPEN: All bids shall remain open for sixty (60) days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.

16. REQUIRED SUBMITTALS:

- 16.1. Name and address of Bidder and NM Contractor License Number and types
- 16.2. Bid Bond
- 16.3. Non-Collusion Affidavit of Prime Bidder
- 16.4. Acknowledgement of Addenda, if any
- 16.5. Properly executed Bid Form
- 16.6. Certification of Bidder Regarding Equal Employment Opportunity
- 16.7. Certification of Non-Segregated Facilities
- 16.8. Subcontractors Listing (as applicable)

If any of the above requirements have not been met, the bid shall not be read.

17. SUBSTITUTIONS: The bid shall not be qualified by the proposal of substitutions for specified materials or equipment.

18. PREFERENCES: In the construction of this project, the City has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact the equal to that specified and will accomplish the purpose intended. The City reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.

19. LICENSE OR ROYALTY FEES: Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.

20. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: The contractor will be required to furnish surety bonds in an amount at least equal to one hundred percent (100%) each of the total contract price as security for faithful performance of the contract and payment for all labor and materials. The surety company must be authorized to do business in the State of New Mexico and must be acceptable to the City of Santa Fe.

21. ADDENDA: Each addendum shall be made a part of the contract documents to the same extent as though contained in the original documents and itemized listing thereof. Each bidder shall acknowledge receipt of each addendum in the space provided on the bid submittal form.

22. COLLUSION: No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.

23. QUANTITIES: The quantities set forth in the bid submittal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.

24. POWER OF ATTORNEY: Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.

25. PROTEST PROCEDURE: Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Director. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Purchasing Office upon request.

26. CONSIDERATION OF BIDS

26.1. Receipt, Opening and Recording

26.1.1. Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.

26.2. Bid Evaluation and Recommendation of Award

32.2.1 It is the intent of the City to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

26.2.1. If the Base Bid is within the amount of funds available to finance the construction contract, recommendation of contract award will be made for the responsible Bidder submitting the low Bid; except that, if sufficient funds are available to fund alternates, the City may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus Bid Alternates). Note that the listed order of Bid Alternates is not prioritized.

26.2.2. Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

26.3. Taxes Relative to Competitive Sealed Bids

26.3.1. Contracts solicited by competitive sealed bids shall require that the bid amount exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes, but that the City shall be required to pay the applicable taxes, including any increase in the applicable tax which becomes effective after the date the contract is entered into. The applicable Gross Receipts Tax shall be computed and shown as a separate amount on the Bid Submittal and on each request for payment made under the contract.

26.4. Notice of Award

A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the Governing Authority, as defined in the Supplementary Conditions, with reasonable promptness.

26.5. Identical Bids

26.5.1. When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the City may:

26.5.1.1. Award pursuant to the multiple source award provisions of the Procurement Code;

26.5.1.2. Award to a resident business if the identical low Bids are submitted by a resident business and a non-resident business;

26.5.1.3. Award to a resident manufacturer if the identical low Bids are submitted by a resident manufacturer and a non-resident manufacturer;

26.5.1.4. Award by letter to one of the identical low Bidders;

26.5.1.5. Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

26.6. Cancellation of Award

When in the best interest of the public, the City may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

27. AWARD OF CONTRACT:

27.1. The City reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter bids.

27.2. The City reserves the right to award bid based upon the lowest base bid only or if alternates are to be awarded, the low bid for any combination of base bid and alternate(s). (Note that the listed order of alternates is not prioritized).

27.3. If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation indicates to the City that the award will be in the best interests of the project and the City.

27.4. Simultaneously with delivery of the executed counterparts of the Agreement to the City, contractor shall deliver to the City the required Contract Bonds.

27.5. If a contract is to be awarded, the City will give the apparent successful bidder a Notice of Award within sixty (60) days after the day of the bid opening.

27.6. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the City for a lower bid if the lowest bid is within ten percent over budgeted project funds. No change in the original scope of the terms or terms and conditions will be allowed. Terms and conditions refer to the contract requirements, warranties, and bonds. Negotiation may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the Owner.

28. POST-BID INFORMATION

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

28.5. Contract Bonds Requirements

28.5.1. 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.

28.6. Insurance Requirements

28.6.1. 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 successor sections 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.

28.6.2. The insurance coverage shall include worker's compensation, employer's 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.

28.6.3. 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.

28.6.4. A valid certificate of insurance must be submitted to the Owner prior to issuance of a Notice-to-Proceed.

29. MINIMUM WAGE RATES

29.1. It shall be the successful Bidder's responsibility to inform himself/herself thoroughly of all state, federal and local laws and statutes pertaining to the employment of labor, the freedom of organization and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin, or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

29.2. 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).

29.3. Contractor must comply with the City of Santa Fe Living (minimum) Wage Ordinance (Section D.2).

29.4. 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 OF WORKFORCE SOLUTIONS, PUBLIC WORKS BUREAU (FORMERLY NM DEPT. OF LABOR, LABOR & INDUSTRIAL DIVISION)

31.1 A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) 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, if the registration number(s) appear to be invalid and the contractor does not provide proof of the required registration, the bid will be determined to be non-responsive and disqualified. It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

32. RESIDENT & LOCAL PREFERENCE

32.1 INTENT AND POLICY

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

32.2 APPLICATION, IN-STATE AND OUT-OF-STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers, and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers, and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

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

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services

Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472). The process involves a short application and certification by the applicant of the information requested by the state resident preference statute. The certificate is generally issued immediately.

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

32.3 NON-APPLICATION-COMPETING IN-STATE BIDDERS

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

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by 0.95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

32.4 APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean that it maintains a place of business in Santa Fe County, and that:

- (a) five or more of its employees are residents of the county; or,
- (b) if a partnership, its partners owning a majority beneficial interest in the partnership are residents of the county; or
- (c) if a sole proprietor, he or she is a resident of the county.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be 0.95 for resident and 0.92 for local.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be

awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

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

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

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

Limitation. No offeror shall receive more than a 5% for resident and 8% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

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

32.4.1 Instructions Relating to Local Preference Form

1. **All information must be provided.** An 8% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local preference precedence over state preference.** The local preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** To qualify for the local preference, a business must have a location in Santa Fe County unless otherwise exempted. The business location on the form must be a physical location, street address and physical address. **Do not** use a post office box or other postal address.
4. **Owners or employees must be residents.** To qualify for this preference, if the business location is not in Santa Fe County, the bidder/proponent (i.e., the business, **not** the individual signing the form) must fall into at least one of the categories listed below.
 - A. The business is a partnership with residents of Santa Fe County owning a majority beneficial interest in the partnership.
 - B. The business is a sole proprietorship owned by a resident of Santa Fe County.
 - C. 5 or more of the businesses full-time current employees are residents of Santa Fe County.
5. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
6. **Definition.** The following definition applies to this preference.
 - The Santa Fe area includes the City of Santa Fe and Santa Fe County.
 - A resident of the Santa Fe County is a person who occupies a dwelling in the county and who manifests an intent to maintain that dwelling on a permanent basis.

Additional Documentation. If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM
BID/PROPOSAL NUMBER: '16/40/B
IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: _____

Business License Number: _____ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- | | | |
|--------------------------|---|-------|
| <input type="checkbox"/> | Corporation – Indicate state of incorporation | _____ |
| <input type="checkbox"/> | Partnership – Indicate “general” or “limited” | _____ |
| <input type="checkbox"/> | Sole proprietorship | _____ |

Basis for preference (Check applicable box(s) if physical location of business is not in Santa Fe County.)

- ☐ The business is a partnership with residents of the Santa Fe County owning a majority beneficial interest in the partnership. (Attach a list of partners with names and addresses.)
- ☐ The business is a sole proprietorship owned by a resident of the Santa Fe County. (Attach name and address of owner.)
- ☐ 5 or more of the businesses full-time current employees are residents of the Santa Fe County. (Attach a list of employees and addresses.)

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____

Print Name

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____, 2016.

My commission expires: _____

Notary Public

SEAL

A.4 Bid Submittal

NAME _____

ADDRESS _____

To the City of Santa Fe, State of New Mexico, Owner:

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of the Santa Fe River Channel Improvements, Phase 3a (CIP #500B), 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 that the work described in the contract documents is installed and is complete to the extent that it does function for its intended purpose and is safe for the use and visitation by the public.

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 one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.
2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ dollars \$_____ drawn to the order of the City of Santa Fe.

Signature-Title

(Corporate Seal)

Corporate Name

Address

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

Corporation organized under the laws of the State of

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

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

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

A.5 Bid Form

CITY OF SANTA FE CONTRACTING AGENCY AND OWNER

FROM: _____

(hereinafter called "Bidder")

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504
(hereinafter called "CONTRACTING AGENCY")

BID FOR: Santa Fe River Channel Improvements, Phase 3a: Boulder Grade Control Reconstruction (CIP #500B)

Bid No. '16/40/B

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 include:

- 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 and other Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all bonding, insurance, supervision, technical personnel, labor, materials, tools, appurtenances, equipment and services (including all water, utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents. Bidder further acknowledges that if successful, Bidder as Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

Bidder shall be responsible for verifications of all items, measurements and dimensions for bidding.

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.)

Base Bid:

	Item No.	Item Description	Units	Estimated Quantity
1	203000	UNCLASSIFIED EXCAVATION, INCL. PLACEMENT AND COMPACTION, CIP <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	7600 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
2	303251	GRADED GRAVEL BASE COURSE / BACKFILL, CIP <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	110 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
3	602020	CLASS C RIPRAP <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	200 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
4	602071	BOULDER GRADE CONTROL STRUCTURE (UNGROUTED), CIP <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	550 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
5	602072	BOULDER WALL BANK PROTECTION (UNGROUTED), CIP <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	1800 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
6	602072	BOULDER RUNDOWN, GROUTED, CIP <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	825 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
7	604002	GEOTEXTILE CLASS 2 <i>Unit Bid Price Written in WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	120 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

	Item No.	Item Description	Units	Estimated Quantity
8	621000	CONSTRUCTION MOBILIZATION <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	1 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
9	632000	NATIVE SEEDING <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	5200 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
10	632050	WILLOW WHIP POLE PLANTINGS, INSTALLED <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	120 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
11	702000	TRAFFIC CONTROL <i>Unit Bid Price Written in WORDS:</i>	LS <i>Unit Bid Price Written In NUMBERS:</i>	1 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
12	801000	CONST. STAKING BY CONTRACTOR <i>Unit Bid Price Written in WORDS:</i>	LA <i>Unit Bid Price Written In NUMBERS:</i>	1 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
13	901000	QC/QA TESTING ALLOWANCE <i>Unit Bid Price Written in WORDS:</i>	ALLOW <i>Unit Bid Price Written In NUMBERS:</i>	1 <i>Total Item Bid Amount Written in NUMBERS</i>
		One Thousand Five Hundred Dollars	\$1500.00	\$1500.00
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
BASE BID SUBTOTAL (excluding NMGR T) <i>Written in WORDS:</i>				<i>Sum of above bid amounts written in numbers.</i> <i>Dollars and Cents</i>
NEW MEXICO GROSS RECEIPT TAX <i>Written in WORDS:</i>				<i>Sum of above bid amounts written in numbers.</i> <i>Dollars and Cents</i>
TOTAL BASE BID (Including NMGR T) <i>Written in WORDS:</i>				<i>Sum of above bid amounts written in numbers.</i> <i>Dollars and Cents</i>

Additive Alternate:

14	203000	UNCLASSIFIED EXCAVATION, INCL. PLACEMENT AND COMPACTION, CIP (Reduction in total excavation required, Sta. 0+20 to Sta. 3+50)) <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	-1770 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
15	303251	GRADED GRAVEL BASE COURSE/ BACKFILL, CIP <i>Unit Bid Price Written in WORDS:</i>	EA <i>Unit Bid Price Written In NUMBERS:</i>	30 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
16	602020	CLASS C RIPRAP, PLACED AND COMPACTED, CIP <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	25 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
17	602071	INSTALL BOULDER GRADE CONTROL STRUCTURE AT STA. 3+50 (UNGROUTED), CIP <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	650 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
18	604002	GEOTEXTILE, CLASS 2, INSTALLED <i>Unit Bid Price Written in WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	60 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
19	632020	ADDITIONAL NATIVE SEEDING <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	400 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
20	632050	ADD'L. WILLOW WHIP POLE PLANTINGS <i>Unit Bid Price Written in WORDS:</i>	SF <i>Unit Bid Price Written In NUMBERS:</i>	400 <i>Total Item Bid Amount Written in NUMBERS</i>
		<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

ADDITIVE ALTERNATE SUBTOTAL (excluding NMGRT) <i>Written in Words</i>	<i>Sum of above bid amounts written in numbers.</i> <i>Dollars and Cents</i>
NEW MEXICO GROSS RECEIPT TAX <i>Written in Words</i>	<i>Sum of above bid amounts written in numbers.</i> <i>Dollars and Cents</i>
TOTAL ADDITIVE ALTERNATE (Including NMGRT) <i>Written in Words</i>	<i>Sum of above bid amounts written in numbers.</i> <i>Dollars and Cents</i>

2. Bidder has bid on all items.

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

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

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

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. Any and all such Addenda, if issued, will be published via electronic/digital format

on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

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

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

6. Security in the sum of five (5) percent of the amount bid in the form of (check one):

_____ Bid Bond _____ Certified Check

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

7. This Bid Submittal contains the following:

- Name of Bidder and NM Contractor License Number & types
- Bid Bond
- Non-Collusion Affidavit for Prime Bidder
- Proposal, acknowledgement of Addenda, if any
- Properly executed Bid Form
- EEO-1
- Certification of Non-Segregated Facilities
- Subcontractors Listing (as applicable)

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

ONE ORIGINAL AND ONE COPY OF THE BID SUBMITTAL ARE REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

Telephone No. _____

New Mexico Contractor's License Number and Types:

United States Treasury Number: _____

New Mexico Residence Preference Certificate Number, if any: _____

A.6 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. '16/40/B) for the construction of the Santa Fe River Channel Improvements, Phase 3a (CIP
#500B), 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 _____, 2016.

(SEAL)

WITNESS

WITNESS

BIDDER

By: _____
PRINCIPAL

By: _____
SURETY

Title: _____

A.7 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

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

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

NAME AND TITLE OF SIGNER (please type)

SIGNATURE

DATE

(This page intentionally left blank)

A.8 Certification of Non-Segregated Facilities

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

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

SIGNED: _____

TITLE: _____

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

NOTARY PUBLIC

My Commission Expires:

(This page intentionally left blank)

A.9 Non-Collusion Affidavit of Prime Bidder

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

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

NOTARY PUBLIC

My Commission Expires:

(This page intentionally left blank)

A.10 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 PUBLIC

My Commission Expires:

(This page intentionally left blank)

A.11 SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown, and has received written approval of such subcontractor from the City of Santa Fe.
- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.12 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 Reg. 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 Reg. 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 Reg. 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 Reg. No:
Signature of Subcontractor (to be obtained after award of contract):		

Santa Fe River Channel Improvements (Phase 3a): Boulder Grade Control Reconstruction, CIP #500B

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Reg. 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 Reg. 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 Reg. 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 Reg. 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 Reg. No:
Signature of Subcontractor (to be obtained after award of contract):		

B. Contract Documents

(This page intentionally left blank)

B.1 Construction Agreement

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 500B

**SANTA FE RIVER CHANNEL IMPROVEMENTS (PHASE 3a): Boulder Grade
Control Reconstruction**

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

For the following:

PROJECT: Santa Fe River Trail Construction (Phase 3)
and River Channel Improvements

PROJECT NO.: CIP # 500B

ENGINEER OF RECORD: Sites Southwest, LLC
(or ARCHITECT OF RECORD) 121 Tijeras Ave NE, Suite 3100
Albuquerque, NM 87102
(505) 822-8200

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER/ARCHITECT	_____
OTHER	_____

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2016.

The OWNER and the CONTRACTOR agree:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project #500B – Santa Fe River Channel Improvements, Phase 3a (Bid Number '16/40/B).

The work designated as Santa Fe River Channel Improvements, Phase 3a, consists of, but is not limited to: excavation, channel grading, earthwork, rock work, planting, seeding, and other work as described in the project construction documents and specifications.

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 SUBSTANTIAL 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. Substantial Completion shall be achieved no later than 60 weather working days after the date of written Notice to Proceed, unless extended by valid written Change Order by the Owner.

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 _____ dollars and _____ cents (\$_____).

The Contract Sum is determined as follows:

Base Bid	\$ _____
Bid Alternate (if applicable)	\$ _____
Gross Receipts Tax (8.3125%)	\$ _____
Bid Total plus NMGR	\$ _____

ARTICLE 5 PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6 LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount consistent with section 108 of The New Mexico Department of Transportation Standard Specification for Highway and Bridge Construction per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies in the work that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or similar approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8 SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the sixty (60) day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, 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.

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 sufficient appropriations and authorization are not made by the Owner, 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 is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

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

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

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

OWNER: City of Santa Fe, Public Works Department
Roadway and Trails Engineering Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR:

(Address, City, State, Zip Code)

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 five (5) 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

OWNER:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 5/6/16
KELLEY A. BRENNAN, CITY

ATTORNEY APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

426010.572970
Business Unit/Line Item

CONTRACTOR:

Name of Contractor

By: _____
Name of Signer, Title

Signature and Date

NM Taxation & Revenue CRS No.

City of Santa Fe Business Reg. No.

B.2 Performance Bond

A. KNOW ALL MEN BY THESE PRESENTS, that

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

(here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of _____ DOLLARS, (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 2010, entered into a contract with the City of Santa Fe for Santa Fe River Channel Improvements, Phase 3a, # 500B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

- a. Complete the contract in accordance with its terms and conditions or;
- b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

amount payable by City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

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

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

SIGNED AND SEALED ON _____, 2016

Notary Public

My Commission Expires:

Contractor – Principal

By: _____

Title: _____

Approved as to form:

Surety

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

B.3 Labor and Material Payment Bond

A. KNOW ALL MEN BY THESE PRESENTS, that

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

(here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of _____ DOLLARS, (\$_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated _____, 2010, entered into a contract with the City of Santa Fe for Santa Fe River Channel Improvements, Phase 3a, # 500B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.

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

a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

SIGNED AND SEALED ON _____, 2016

In presence of:

Notary Public

My Commission Expires:

Name of Company

By: _____

Title: _____

Surety

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

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

c. Standard Specifications

(This page intentionally left blank)

C.1 Standard Specifications

For

SANTA FE RIVER CHANNEL IMPROVEMENTS (PHASE 3a):
BOULDER GRADE CONTROL RECONSTRUCTION

CITY OF SANTA FE

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

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

C.2 Special Provisions for Minimum Wage Rate

This project is subject to the Minimum Wage Rates as determined by the New Mexico Department of Workforce Solutions, Public Works Bureau pursuant to Chapter 13, Section 13-14-11, NMSA 1978. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project shall be in accordance with those wages as listed in the New Mexico Department of Workforce Solutions, Public Works Bureau Minimum Wage Rate Decision Number SF-16-0750-A. Copies of the wage rate decision and applicable forms are bound in this section. The Contractor is hereby required to submit all wage decision forms to the City as follows:

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

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

C.3 Compliance with City of Santa Fe Living Wage Ordinance

The Contractor shall comply with City of Santa Fe Living Wage Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003, including any subsequent changes to the ordinance throughout the term of this contract. See City of Santa Fe Living Wage Ordinance Notice provided in this section.

C.4 Special Provisions for Submission of Weekly Payrolls

WAGE RATE DECISION

Contractors are hereby advised that this project is subject to the New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rate Decision Number SF-16-0750-A.

SUBMISSION OF WEEKLY PAYROLLS

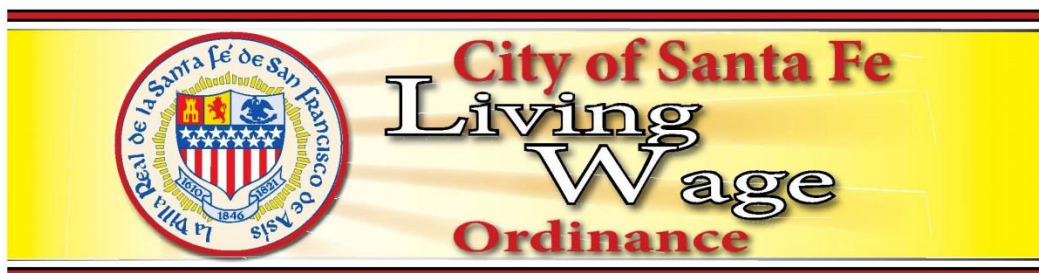
All Contractors and subcontractors shall submit one (1) certified copy of the project weekly payroll to the City of Santa Fe, Roadway and Trails Engineering Division, P.O. Box 909, Santa Fe, NM 87504, C/O Brian Drypolcher, river and watershed coordinator James Martinez, Project Manager, no later than five (5) working days after the close of each payroll period. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. All Contractors and subcontractors must have copies of certified payrolls available to the New Mexico Department of Workforce Solutions, Public Works Bureau within ten (10) days of a written request, if required.

C.5 Special Provision for Apprentices

(Program of Department of Labor)

Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 505-245-2142. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he/she is working is applicable.




CITY OF SANTA FE LIVING WAGE ORDINANCE









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

\$10.91
PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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

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



City of Santa Fe Living Wage Ordinance

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

\$10.91
POR HORA

Salario Mínimo para la ciudad de Santa Fe

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

¿Quién está obligado a pagar el salario?

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

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

C.6 State Wage Decision



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

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

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

General Contractor

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

Subcontractor

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



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

- Make certain the Public Works 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.

CONTACT INFORMATION

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

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

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

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

(This page intentionally left blank)

D. Notices to Contractors

(THIS PAGE INTENTIONALLY LEFT BLANK)

NOTICE TO CONTRACTORS

CIP No. 500B

D.1 Contract Time

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

Contract Completion Time

The Contract Completion Time for this contract is **60 Working Days**. The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon Physical Completion of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time." The Contractor shall be assessed liquidated damages for each consecutive Working Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

Note that, according to the terms of the Section 401 Water Quality Certification issued for this project by the New Mexico Environment Department, the Contractor shall "not work within the channel during spring runoff or summer monsoon seasons." Given the potential variability of those events from year to year, the Contractor shall coordinate with the City in determining acceptable dates for working within the channel. In any case, the contractor shall be responsible for protecting all equipment and work completed within the channel.

Progress Schedule

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

Cumulative Imposition of Liquidated Damages

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

Night Work & City Noise Ordinance

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

NOTICE TO CONTRACTORS CIP 500B

D.2. MATERIALS TESTING

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

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

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

END OF NOTICE

D.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM (does this need to be reissued? No goal listed in document...)

DBE A-1

NOTICE TO CONTRACTORS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM RACE-CONSCIOUS MEASURES

May 14, 2015

CN «cn»

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

At the time the bid is submitted to the Department, **ALL BIDDERS** as indicated below, shall establish whether it can or cannot meet the established DBE goal and shall complete, sign and submit Form No. A-585, DBE A-1 Pages 1 and 2 indicating the subcontractors/suppliers that it will use if awarded the project. Each Bidder is responsible for confirming that each DBE it intends to utilize is currently certified. To do so, Bidders should confirm the DBE firm's status by accessing the DBE Directory at <http://nmdot.dbesystem.com>. Any questions about accessing the Directory or properly completing the forms can be addressed to the NMDOT Office of Equal Opportunity Programs (OEOP) at 1.800.544.0938 or 505.827.1774.

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

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

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

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

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

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

(This page intentionally left blank)

E. Supplemental Specifications and Special Provisions

(This page intentionally left blank)

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

Santa Fe River Channel Improvements, Phase 3a: Boulder Grade Control Reconstruction - CIP #500B

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

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

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

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

REFERENCE:

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

Department

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 State
Transportation of Department

The City or its Consultant as
applicable

REFERENCE:

Engineer

Project Manager

State

REPLACE WITH:

The City of Santa Fe
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

E.2 Supplemental Specifications to the NMDOT Standard Specifications for Road & Bridge Construction, 2014 Edition and Special Provisions

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

GENERAL PROVISIONS		Page
Section 101	Abbreviations, Symbols, Terms, and Definitions	E-6
Section 102	Bidding Requirements and Conditions	E-8
Section 103	Award and Execution of Contract	E-9
Section 104	Scope of Work	E-10
Section 105	Control of Work	E-10
Section 106	Control of Materials	E-11
Section 107	Legal Relations, Environmental Requirements and Responsibility to the Public	E-14
Section 108	Prosecution and Progress	E-16
Section 109	Measurement and Payment	E-16

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

All provisions of the "New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction" – 2007 Edition shall apply except as modified herein.

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 – ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS

SECTION 101.4 – TERMS AND DEFINITIONS.

Add the following definitions:

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

CITY - The City of Santa Fe, New Mexico.

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

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

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

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

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

UNIT BID PRICE - The Price established by the Contractor for an individual item of work on the bid form.

Modify the following definitions:

ASSISTANT DISTRICT ENGINEER – Delete entire definition.

AWARD - Delete the entire sentence and replace with: "The written acceptance by the owner of the complete set of Contract Documents as set forth in the Instructions for Bidders, Article 6".

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

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

CABINET SECRETARY - Delete entire definition.

CONSTRUCTION MAINTENANCE EASEMENT - Replace the word "Department" with "Owner".

CONTRACT - In the first sentence replace the word "Department" with "Owner".

CONTRACTOR - Replace the word "Department" with "Owner".

DEPARTMENT - Delete entire subsection.

DISTRICT - Delete entire definition.

DISTRICT ENGINEER - Delete entire definition.

DISTRICT CONSTRUCTION ENGINEER - Delete entire definition.

ENGINEER - Delete entire definition and replace with "Engineering Division Director acting through and duly authorized representative, who is normally the Project Engineer, Project Manager or Consulting Engineer".

ENVIRONMENTAL SPECIALIST – At the beginning after “The individual” add “designated by the Engineer,”

GENERAL OFFICE - Delete entire definition.

INSPECTOR - Replace the wording "project manager's" with "Engineer's".

LABORATORY - Delete entire definition and replace with "an approved testing laboratory under the supervision and responsibility of a New Mexico Registered Professional Engineer".

LANDSCAPE ARCHITECT – Replace the words “Cabinet Secretary’s” with “Engineer’s”.

LIGHTING AND SIGNING ENGINEER - Replace the word "Department" with "Owner".

PAY ADJUSTMENT - Replace the word "Department" with "Owner".

PROFILE GRADE - Replace the word "Department" with "Engineer".

PROJECT MANAGER - Delete entire definition and replace with "The individual designated by the Engineer who is responsible for observing construction and the administration of the project".

SECRETARY - Delete entire definition.

SUBSTANTIAL COMPLETION – Replace the words “District Construction Engineer” with “Engineer”.

SUPPLEMENTAL AGREEMENT - Replace the word "Department" with "Owner".

SUSPENSION AND DEBARMENT - Replace the word "Department" with "Owner".

UNBALANCED BID - Replace the word "Department" with "Owner".

VALUE ENGINEERING COST PROPOSAL - Replace the word "Department" with "Owner", replace the words "Project Manager" with "Engineer".

WORKING DAY - Replace the word "Department" with "Owner".

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.2 PREQUALIFICATION OF BIDDERS - Replace the word "Department" with "New Mexico Highway and Transportation Department".

102.3 SUSPENSION AND DEBARMENT. Delete the paragraph in its entirety and substitute the following:

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

102.4 BID PACKAGE. First paragraph, first sentence replace the word "Department" with "Owner". Delete the second bulleted 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 PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. Replace the word "Department" with "Owner" throughout entire subsection.

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

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

In the event that either the unit bid price written in words or the unit bid price written in numerals is inadvertently omitted, the unit bid price that is shown for that item shall govern. If both the written and numerical unit

bid price is omitted, the extended total shall be divided by the estimated quantity thereby establishing a unit bid price. If the written price, numerical unit bid price and extended total are omitted, the bid proposal shall be rejected.

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

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

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

102.9 INNOVATIVE CONTRACT INCENTIVES. Replace the word "Department" with "Owner".

102.12 DELIVERY OF BIDS. Replace the word "Department" with "Owner" throughout.

102.13 REVISION OF BIDS. Replace the word "Department" with "Owner".

102.14 WITHDRAWAL OF BIDS. Replace the word "Department" with "Owner".

102.15 BID OPENING. Replace the word "Department" with "Owner".

102.16 ENGINEER'S ESTIMATE. Replace the word "Department" with "Owner".

SECTION 103 - AWARD AND EXECUTION OF CONTRACT.

103.1 CONSIDERATION OF BIDS. Replace the word "Department" with "Owner" throughout the subsection.

103.2 AWARD OF CONTRACT - Replace the word "Department" with "Owner" throughout the subsection. Change the time to award contract from thirty-(30) calendar days to sixty-(60) calendar days.

103.3 BIDDING DISPUTE RESOLUTION PROCEDURES - Replace the word "Department" with "Owner" throughout the subsection. Replace the word "Secretary" with "Engineer" throughout the subsection.

103.4 CANCELLATION OF AWARD. Replace the word "Department" with "Owner" throughout.

103.5 RETURN OF BID GUARANTEE - Delete entirely.

103.6 REQUIREMENT OF CONTRACT BOND. Replace the word "Department" with "Owner".

103.7 EXECUTION AND APPROVAL OF CONTRACT. Replace the word "Department" with "Owner".

103.8 FAILURE TO EXECUTE CONTRACT. Replace the word "Department" with "Owner".

SECTION 104 - SCOPE OF WORK.

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 THE WORKING DRAWINGS. Replace the word "Department" with "Owner" throughout the subsection.

105.3 COMPLIANCE WITH PLANS AND SPECIFICATIONS. Replace the word "Department" with "Owner" throughout the subsection.

105.4 COORDINATION OF CONTRACT DOCUMENTS. Replace the word "Department" with "Owner" throughout the subsection.

105.5 COOPERATION BY CONTRACTOR. Replace the word "Department" with "Owner" throughout.

105.6 COOPERATION WITH UTILITIES. Replace the word "Department" with "Owner" throughout.

105.7 COOPERATION BETWEEN CONTRACTORS. Replace the word "Department" with "Owner" throughout.

105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. Delete entire subsection and substitute the following:

"105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. The Project Manager, as a project representative of the Engineer, shall have the authority to conduct on-site observations of the work in progress. Such on-site observation may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used.

The Project Manager will not be authorized to alter or waive the provisions of the contract, issue instructions contrary to the plans or specifications, or act on or undertake any responsibilities of the Contractor.

The Project Manager shall refer to the Engineer all defects and deficiencies occurring in the work and shall be the liaison between the Engineer and the Contractor regarding such defects and deficiencies."

The Project Manager will be responsible for determining constructed quantities and for administration of monthly progress payments.

105.9 DUTIES OF THE INSPECTOR. Delete entire subsection.

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

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

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

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

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

105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE - Replace the word "Department" with "Owner" throughout the subsection.

105.17 SUSPENSION OF WORK ORDERED BY THE PROJECT MANGER - Replace the word "Department" with "Owner" throughout the subsection.

105.18 ACCEPTANCE. Subsection (105.18.2) Final Acceptance, replace the wording "and the District Construction Engineer" with "Engineer and Owner". Replace the word "Department" with "Owner" throughout the subsection.

105.20 ADMINISTRATIVE REMEDY. Delete this entire Subsection.

SECTION 106 - CONTROL OF MATERIALS.

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

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

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

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

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

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

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

106.4 CERTIFICATE OF COMPLIANCE - Delete in its entirety and replace with the following:

Submittals include the furnishing of all manufacturer's data, shop drawings, samples, certifications, guarantees, lab and field test reports, operation manuals, maintenance manuals, lubrication charts, design mixes, spare parts lists, special tools, and factory representative required for installation of special items, in full compliance with the Contract Documents. All submittals shall be submitted for Engineer's review before installation or incorporation into work or within 30 days after effective date of Notice to Proceed, unless the Engineer approves a different schedule. Each submittal shall include reference to project and date, general summary description of items being submitted and a certificate of compliance signed by the appropriate company official.

Should any requirements pertaining to submittals not be complied with, including but not limited to submittal time and procedure, Contractor waives any right of claim for loss of time or money purporting to have occurred as a result of any delay in obtaining review of submitted data or shop drawings.

On the following page are listed items required to complete the work for which submittals shall be required. The schedule of submittals is for the convenience of the Contractor, and shall not be considered as complete or final. Additional submittals may be required as the Work progresses, which shall be submitted within 15 days of notification.

Schedule of Submittals: (All submittals shall be in 2 copies)	Manufacturer / Source	Shop Drawings	Samples / Photographs	Certificates / Cut Sheets	Guarantees	Lab Test Reports	Maintenance Manuals	Special Tools	Factory Representative Req. for Install.	Field Test Reports	Design Mix & Supporting Documents	Computations
Backfill & Subgrade						X				X		
Limestone Boulders	X		X	X								
Riprap Stone				X		X						
Geotextile Fabric				X								
Concrete Grout				X		X				X	X	
Aggregate for Concrete						X						
Concrete Admixtures				X								
Seeding				X							X	

The following is a general explanation of some of the terms used in the schedule of submittals chart above.

Manufacturer's Data: Catalog type literature on the item.

Shop Drawings: Detailed drawings with all dimensions and locations shown.

Samples: The item that will be supplied.

Certifications: Any certifications required by these Specifications or standard specification and/or requirements for that item, to cover raw materials and testing of the final product.

Guarantees: A copy of the guarantee to be given to the Owner on a particular item.

Lab Test Reports: Laboratory test reports required to show that the item meets all specified requirements, or required for the preparation of a design mix or job mix formula.

Field Test Reports: Reports of tests that have been conducted on the item as installed or constructed in the field.

Design Mix: Design or job mix formulae, prepared by a qualified testing laboratory, under the direct supervision of Registered Professional Engineer, stating a recommended mix or combination of materials to produce a specified product. If permitted by the Contract Documents, a design or job mix formula submitted which is not prepared specifically for this Project shall have been prepared within one year of the date of the Agreement and

shall be accompanied by a certification from the testing laboratory stating that the materials proposed for use have the same properties as those previously tested.

Computations: Calculation required to arrive at the design of a particular item submitted as a shop drawing.

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 "twelve-months", and in the third sentence replace the wording "six-month" with "twelve-month". 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 one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness."

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

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

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

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

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

- 107.5 PATENTED DEVICES, MATERIALS, AND PROCESS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.6 RESTORATION OF SURFACES OPENED BY PERMIT. First paragraph replace "Department with "Owner" and delete "municipal or County authorities,". Second paragraph, delete the last sentence and replace with "Individuals, firms or corporations wishing to make an opening in the highway surface must secure a permit from the New Mexico State Highway and Transportation Department and the Owner. The Contractor shall allow parties bearing said permits, and only those parties, to make openings in the highway.
- 107.7 FEDERAL AID PROVISION. Replace the word "Department" with "City".
- 107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS. Replace the word "Department" with "City".
- 107.11 RAILROADS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.12 ENVIRONMENTAL 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".
- 107.15 CONTRACTOR'S RESPONSIBILITY FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION. Replace the word "Department" with "Owner".
- 107.18 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. Replace the word "Department" with "Owner".
- 107.19 RESPONSIBILITY FOR DAMAGE CLAIMS. 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. Replace the word "Department" with "Owner" throughout the subsection.

108.3 PROSECUTION AND PROGRESS. 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 ALTERED 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 PARTIAL PAYMENTS. Replace the word "Department" to "Owner" throughout. Fourth paragraph after "Accepted by the Project Manager" add "and Owner".
- 109.10 ACCEPTANCE AND FINAL PAYMENT. Replace the word "Department" with "Owner" throughout the subsection.
- 109.11 COMPENSATION FOR PROJECT DELAYS. Replace the word "Department" with "Owner" throughout the subsection.

End of Division 100 – General Provisions

(This page intentionally left blank)

E.3 SPECIAL PROVISIONS FOR

Santa Fe River Channel Improvements, Phase 3a: Boulder Grade Control Reconstruction - CIP #500B

Special Provisions

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

SPECIAL PROVISIONS	Page
Section 103 Award and Execution of Contract	E-19

NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING

SECTION 103
AWARD AND EXECUTION OF CONTRACT

All provisions of SECTION 103 – AWARD AND EXECUTION OF CONTRACT of the New Mexico Department of Transportation's Standard Specifications shall apply except as modified herein:

103.3 BIDDING DISPUTE RESOLUTION PROCEDURES

Include the following to Paragraph 1 to clarify when the 15-day deadline for protest filing begins to run for “Bidding” or “Pre-award” process events:

Bidding - Disputes arising from procedural matters with regard to the pre-award process and solicitation of bids, including issues arising from Invitation for Bids, Prequalification, irregularities with the NMDOT's Bid Package, and irregular bids as defined by Subsection 102.10 of the Standard Specifications, must be raised by written protest within 15 days of knowledge of the facts or occurrences giving rise to the protest.

Pre-award - Disputes relating to the Consideration of Bids or Award of Contract, pursuant to Subsection 103.1 and Subsection 103.2 of the Standard Specifications respectively, and any NMDOT decision regarding the issuing, receiving, or opening of any Bid, or rejection or non-rejection of any Bid, must be brought within 15 days of the date of the NMDOT Award. Written protests regarding the Consideration of Bids or Award of Contracts filed prior to the NMDOT Award will be deferred and not considered until the NMDOT issues the Award.

E.4 SUPPLEMENTAL TECHNICAL SPECIFICATIONS

The following revisions and/or additions to the Technical Provisions of the NMDOT Standard Specifications for Highway and Bridge Construction are hereby made a part of the Contract Documents.

<u>Section</u>	<u>Title/Description</u>	<u>Page</u>
303	Base Course	E-22
602	Slope and Erosion Protection Structures (Boulders)	E-23
632	Pole Planting Specifications	E-26
702	Traffic Control Devices During Construction	E-28

MODIFYING SECTION 303

BASE COURSE

The requirements of Section 303 shall remain in effect except as modified below:

303.2.2 AGGREGATE ACCEPTANCE

Add the following subsection:

Table 303.2.1:3 Graded Gravel Filter:

Graded gravel filter aggregate shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
6 inch	100
4 inch	60 – 90
2 inch	30 – 50
1 inch	5 – 20
½ inch	0

Section 303.5 BASIS OF PAYMENT

Add the following pay item:

Graded gravel filter

Pay Unit:

Cubic yard

END OF SECTION

MODIFYING SECTION 602

SLOPE AND EROSION PROTECTION STRUCTURES

The requirements of Section 602 shall remain in effect except as modified below:

602.1 DESCRIPTION

Add the following sentence:

“The work shall also consist of furnishing and placing large boulders for in-stream structures and rock walls.”

602.2.1 CLASSIFICATIONS

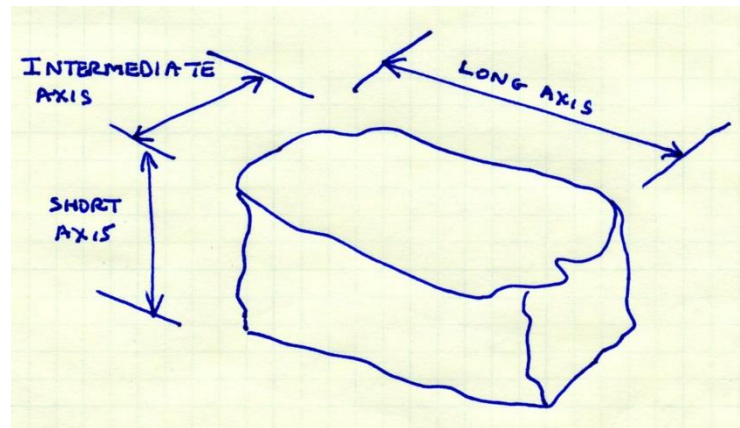
Add the following Class:

Class “X” Large Boulders
Min stone volume = 18 cu. ft.
Max stone volume = 75 cu. ft.
Minimum dimension = 18 inches

Add the following new subsection:

602.2.1.1 Large Boulders

Large boulders for this project shall be blocky in shape, not round, with at least two approximately parallel sides. All boulders shall have a nominal size of 3 - 5 ft. and a typical weight per rock of 1-3 tons. Typical dimensions for the boulders are shown in the illustration below, with the "Long Axis" dimension ranging from 4 - 6 ft; the "Intermediate Axis" ranging from 3 - 5 ft; and the "Short Axis" ranging from 1.5 – 2.5 ft. Imported boulders shall match existing (limestone boulders previously used on site) in color and general composition. The rock material must be sufficiently durable to withstand freeze-thaw cycles and handling during construction, and should satisfy the hardness requirements of this specification section. Final approval of all boulders shall be made by the ENGINEER prior to any rocks being furnished to this project. This may require the ENGINEER visiting the rock pit to inspect and mark suitable rocks. The CONTRACTOR is encouraged to submit photographs of the rocks prior to submitting a bid if there is any question of the suitability of the rock source.



Boulder Dimensioning Illustration

Add the following new subsections:

602.3.6 Placement of Large Boulders

In-stream rock structures for grade stabilization or bank protection shall be constructed to the general lines, angles and slopes that are shown in the plans, and to any specific elevations shown in the plans. Individual boulders should be placed in running bond pattern, to the extent possible (i.e. joints shall be offset). Each boulder should be placed so as to interlock with adjacent boulders, in a manner such that they would remain firmly in place without the benefit of the mortar or other mechanical stabilization. Because each location is different, and no two boulders are the same shape/size, the ENGINEER or his representative will direct the CONTRACTOR in the placement of boulders to optimize the stability and benefits of the structure. The CONTRACTOR should expect that the process of rock placement will be a “trial and error” process, proceeding until the best outcomes of rock placement and fit are achieved. Not every rock will fit in every location. The ENGINEER shall work with the CONTRACTOR to establish reasonable tolerances for elevations in rock placements, and to establish reasonable guidelines for rock selection and fit so that the finished product is both stable and aesthetically pleasing. Final acceptance of rock structure work will be determined solely by the ENGINEER.

602.3.6 Grouting of Boulder Riffle Rundown

Grouting shall follow the general requirements and procedures of 602.3.1.1 and 602.3.1.2, except that faces of boulders shall be kept free of grout. Top of grout should remain approximately 1 – 2 inches below top of boulders. Any splashes or overflows of grout onto the exposed faces of the boulders shall be removed before grout sets.

602.5 BASIS OF PAYMENT

Add the following Pay Items:

Pay Unit:

Boulder Grade Control Structure (ungrouted)

Square Feet

Boulder Wall Bank Protection (ungrouted)

Square Feet

Boulder Rundown, Grouted

Square Feet

Measurement will be of top or face surface area, as identified on the bid form.

602.5.1 Work Included in the Payment

Add the following:

- Preparation of footings and subgrade upon which boulders are to be placed;
- Tooling of joints;
- Pointing, cleaning, and protection of boulder faces;
- Preparation of test samples.

END OF SECTION

SECTION 632 WILLOW POLE PLANTING SPECIFICATIONS

A. Contractor Qualifications:

The contractor or subcontractor shall be a company that specializes in native plant revegetation and/or bio-engineering installations, with documented prior experience. The contractor shall furnish information substantiating its capability to provide staff expertise and suitable and sufficient quantity of equipment and labor to meet contract deadlines. Proof of capability may include monitoring and evaluation reports, letters of recommendation from the previous clients noting specific projects, and/or written commentary from public agency personnel.

B. Scope:

Dormant woody planting is the use of live dormant stem cuttings of woody plant species for the purpose of propagating a selected tree or shrub species. This work shall consist of furnishing and installing the necessary vegetative materials as specified herein.

C. Definitions:

Branched Un-rooted Poles

Woody plant cuttings, capable of rooting, that are taken from trees and shrubs. All plant materials must be top quality stock. Plant materials shall be sound, healthy specimens. Any specimens that show evidence of serious injuries, bark damage, or insect infestation will be rejected.

Dormant Season

The non-growing season for woody species, when they have set their buds, and photosynthesis in the leaves has stopped (top growth is no longer occurring) but before buds break.

Harvesting Site

An approved existing, natural, native growing site that lies within a 40-mile radius of the project site or approved cultivated sites.

D. Sourcing and Care:

It is preferable to use woody plant cuttings collected as close as possible to the project site. If top-quality cuttings are not available on site, or are of insufficient quantity, then the Contractor may obtain cuttings from other local harvesting sites or suppliers. Arrangements for alternate sources of woody plant cuttings are to be completed by and at the expense of the Contractor. Contractor shall make clean cuts and avoid split ends. Cutting tools to be used, including pruning shears, bow saws, chain saws, etc., should be based on the diameter of materials to be cut. Woody plant cuttings will be inspected by the Project Manager and approved prior to delivery.

Collect and plant branched, unrooted poles while dormant, from early winter to early spring. Willow cuttings shall be one (1) to three (3) inches in diameter and at least 5' in length. Immediately upon cutting, cuttings shall be placed in water and kept out of direct sunlight. The Contractor shall provide for proper collection, care, storage, and handling of plant materials and will not permit cuttings to dry out prior to planting. Contractor should make every effort to plant

cuttings within 12 hours of harvest, but if this is not possible, cuttings may be stored in clean, fresh water for a period of up to two weeks. Stored cuttings shall be kept between 36 and 50 degrees Fahrenheit.

E. Planting:

Use an auger or iron stake to make a pilot hole of sufficient depth in soil to allow planting at the following depths. Willow cuttings should be planted with approximately 80 percent of their length below the surface. Cuttings shall be planted with butt-ends in the ground. Leaf bud scars or emerging buds should always point up. At least two (2) lateral buds and/or terminal bud scars must be above the ground on cuttings. Contractor shall take care not to damage the buds, strip the bark or split the cutting during installation. Split or damaged cuttings shall be removed and replaced.

F. Plant Species:

The following is a list of acceptable species for planting on this project:

Willow Species

- *Salix exigua*, Coyote Willow
- *Salix lucida*, Pacific or Shining Willow
- *Salix irrorata*, Bluestem Willow

TRAFFIC CONTROL DEVICES DURING CONSTRUCTION SECTION 702

All pertinent provisions 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 Add the following: 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 City 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 striping, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, detour pavement, earthwork, drainage culverts, concrete barriers, coordination, scheduling and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the City Engineer including all setups and resetting of devices.

1.03 Submittals. The Contractor shall submit a summary of all necessary traffic control procedures and devices for this project to the Project Manager at least two (2) weeks prior to the pre-construction conference. (See example below.)

TRAFFIC CONTROL SUMMARY (EXAMPLE)

SUPPORTING SECTION	DEVICE DESCRIPTION	UNIT OF MEASURE	
SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION			
702	FLAGGER	HOURS	
702	CONSTRUCTION SIGNING	SQ FT	
702	STEEL POST AND BASE POST FOR CONSTRUCTION SIGNING	FOOT	
702	PORTABLE SIGN SUPPORT	EACH	
702	BARRICADE, TYPE III 6'	EACH	
702	CHANNELIZATION DEVICES TYPE DRUM	EACH	
702	SEQUENTIAL ARROW DISPLAY	EACH	

2.0 MATERIALS.

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

3.0 CONSTRUCTION REQUIREMENTS.

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

4.0 BASIS OF PAYMENT.

4.01 The accepted work for traffic control devices during construction will be paid for at the contract unit price as a 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, detour pavement, earthwork, drainage culverts, concrete barriers, coordination, scheduling and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the City Engineer including all setups and resetting of devices and no additional separate measurement or payment will be made for such items therefore.

Payment will be made under:

PAY ITEM

PAY UNIT

Traffic Control

Lump Sum