



City of Santa Fe

**CONTRACT DOCUMENTS FOR
THE CONSTRUCTION OF
GUADALUPE STREET RECONSTRUCTION
PROJECT**

Control Number (“CN”):

S100460 & LP50008 - 23/42/B

Bidder: _____



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Control Number ("CN"): S100460 & LP50008 - 23/42/B

Bidder: _____

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New Mexico Department of Transportation ("NMDOT")
Affidavit of Bidder

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

The Bidder shall execute this Certification of Bidder. I _____,
hereby affirm per 23 C.F.R. § 635.112(f) (2009) and as a condition to the NMDOT's execution of this Contract that I
have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free competitive bidding in connection with the Bid for this Contract.

Further affiant sayeth not.

Title: _____

Bidder (print): _____

Bidder Signature: _____

STATE OF NEW MEXICO)

COUNTY OF SANTA FE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS:

_____ day of _____ 20__.

Notary Public

My Commission Expires: _____

Failure to comply with the completion and timely submission of the Affidavit of Bidder shall result in the Bidder's Bid being rejected as non-responsive.

New Mexico Department of Transportation ('NMDOT')

Bid Form

Control Number ('CN'): S100460 & LP50008 - 23/42/B

BIDDER: _____ TELEPHONE: (_____) _____
ADDRESS: _____
BIDDER'S DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION No.: _____
BIDDER'S LICENSE No.: _____ * LICENSE CLASSIFICATION(S): _____

* Not Required for Bidding on Federally funded projects

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

Pre-Bid Due Diligence is the Bidder's exercise of due diligence before submittal of a Bid which includes the careful, independent examination of the site of the proposed Work, including Materials pits and haul loads. Bid Package, all Contract documents including Standard Specifications, Special Provisions, Supplemental Specifications, and Standard Drawings and boring logs which are representative of the condition at the precise location where each boring was made but conditions may vary between boring locations.

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

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

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

Control Number ('CN'): S100460 & LP50008 - 23/42/B

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

SURETY: _____
SURETY BUSINESS ADDRESS: _____

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

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

BASE BID

NUM	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PROJECT	UNIT PRICE	TOTAL
1	107000	ENVIRONMENTAL COMMITMENTS	L.S.	1	I		
2	201000	CLEARING AND GRUBBING	L.S.	1	I		
3	203000	UNCLASSIFIED EXCAVATION	C.Y.	4020	I		
4	203100	BORROW	C.Y.	500	I		
5	203200	UNSUITABLE MATERIAL EXCAVATION	C.Y.	500	I		
6	207000	SUBGRADE PREPARATION	S.Y.	12990	I		
7	303180	BASE COURSE 8"	S.Y.	13470	I		
8	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	1090	I		
9	407000	ASPHALT MATERIAL FOR TACK COAT	TON	5	I		
10	408100	PRIME COAT MATERIAL	TON	30	I		
11	423282	HMA SP-III COMPLETE	TON	3530	I		
12	455000	DIAMOND GRINDING OF PCCP	S.Y.	425	II		
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	120	I		
14	502036	DRILLED SHAFT FOUNDATION 36" DIAMETER	L.F.	132	I		
15	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	12	I		
16	511070	STRUCTURAL CONCRETE, CLASS HPD	C.Y.	22	II		
17	532000	PENETRATING WATER REPELLENT TREATMENT	S.Y.	82	II		
18	533000	REPAIR OF CONCRETE STRUCTURES	S.Y.	130	II		
19	533001	EMBEDDED GALVANIC ANODES	EA.	465	II		
20	533003	REPLACEMENT REINFORCING BARS	LB.	3000	II		
21	537000	POLYESTER/EPOXY CONCRETE BRIDGE DECK OVERLAY	C.Y.	31	II		

22	540060	REINFORCING BARS GRADE 60	LB.	10380	I		
23	540160	EPOXY COATED REINFORCING BARS GRADE 60	LB.	2100	II		
24	546000	RECOATING STRUCTURES	L.S.	1	II		
25	546200	SP 3 POWER TOOL CLEANING	S.F.	200	II		
26	546210	SP 11 POWER TOOL CLEANING	S.F.	100	II		
27	547000	SAFETY AND ENVIRONMENTAL REQUIREMENTS	L.S.	1	II		
29	570437	24" STORM DRAIN CULVERT PIPE	L.F.	120	I		
30	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	I & II		
31	601110	REMOVAL OF SURFACING (ROADWAY)	S.Y.	18890	I		
32	601110	REMOVAL OF SURFACING (BRIDGE)	S.Y.	294	II		
33	603200	SILT FENCE	L.F.	300	I		
34	603250	DROP INLET PROTECTION TYPE I	EA.	8	I		
35	603251	DROP INLET PROTECTION TYPE II	EA.	3	I		
36	603262	COMPOSTED MULCH SOCKS	L.F.	50	II		
37	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1	I		
38	607079	PEDESTRIAN/BICYCLE RAILING	L.F.	30	II		
39	608004	CONCRETE SIDEWALK 4", INTEGRAL COLORED CONCRETE	S.Y.	3690	I		
40	608006	CONCRETE SIDEWALK 6", INTEGRAL COLORED CONCRETE	S.Y.	50	I		
41	608106	DRIVE PAD 6", INTEGRAL COLORED CONCRETE	S.Y.	1070	I		
42	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	188	I		

43	609200	HEADER CURB	L.F.	100	I		
44	609412	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X12"	L.F.	3910	I		
45	609416	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X16"	L.F.	85	I		
46	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	4725	I		
47	609430	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 30"	L.F.	30	I		
48	609648	CONCRETE VALLEY GUTTER 6" X 48"	L.F.	1000	I		
49	609708	CONCRETE LAYDOWN CURB 8" X 24"	L.F.	30	I		
50	617000	VIBRATION MONITORING	L.S.	1	I		
51	617003	VIDEO RECORDING	L.S.	1	I		
52	617004	VIBRATION RISK SURVEY	L.S.	1	I		
53	618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	I		
54	618011	PUBLIC AWARENESS	L.S.	1	I		
55	621000	MOBILIZATION	L.S.	1	I		
56	623311	CURB DROP INLET TYPE I-B, 0' TO 4'	EA.	3	I		
57	623314	CURB DROP INLET TYPE IV-B, OVER 4'	EA.	2	I		
58	623331	CURB DROP INLET TYPE I-B, 0' TO 4'	EA.	3	I		
59	623333	CURB DROP INLET TYPE III-B, OVER 4'	EA.	1	I		
60	662400	MANHOLE ADJUSTMENT	EA.	18	I		
61	663049	PRECONSTRUCTION UTILITY SURVEY	L.S.	1	I		
62	663110	REMOVE & RELOCATE FIRE HYDRANT	EA.	1	I		
63	663728	8" WATERLINE 0' TO 6' DEPTH	L.F.	46	II		
64	663855	ADJUST VALVE BOX TO GRADE	EA.	26	I		
65	663865	ADJUST WATER METER TO GRADE	EA.	25	I		
66	701000	PANEL SIGNS	S.F.	496	I		

67	701030	REMOVE AND RESET PANEL SIGN	EACH	15	I		
68	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	910	I		
69	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EA.	6	I		
70	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1	I		
71	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	L.S.	1	I		
72	704105	REMOVABLE MARKING TAPE 24"	L.F.	400	I		
73	704150	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 4"	L.F.	16490	I		
74	704152	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 8"	L.F.	490	I		
75	704154	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 24"	L.F.	1710	I		
76	704156	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) COMBINATION (THRU AND RIGHT) ARROW	EA.	8	I		
77	704158	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) RIGHT ARROW	EA.	7	I		
78	704160	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) LEFT ARROW	EA.	27	I		
79	704162	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) THRU ARROW	EA.	16	I		
80	704164	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) WORD (ONLY)	EA.	15	I		

81	704166	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) YIELD MARKINGS	L.F.	90	I		
82	704168	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) BIKE SYMBOL (BIKEWAY)	EA.	19	I		
83	706100	SERVICE RISER (SIGNAL)	EA.	2	I		
84	706110	SERVICE RISER (LIGHTING)	EA.	2	I		
85	706230	METER PEDESTAL (COMBINATION)	EA.	3	I		
86	706420	LIGHTING CONTROL CABINET-TWO CIRCUIT	EA.	2	I		
87	707004	TYPE I STANDARD, 4'	EA.	1	I		
88	707010	TYPE I STANDARD, 10'	EA.	4	I		
89	707015	TYPE I STANDARD, 15'	EA.	13	I		
90	707315	TYPE III STANDARD, 15' ARM	EA.	2	I		
91	707320	TYPE III STANDARD, 20' ARM	EA.	2	I		
92	707325	TYPE III STANDARD, 25' ARM	EA.	2	I		
93	707330	TYPE III STANDARD, 30' ARM	EA.	6	I		
94	709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	6965	I		
95	709030	RIGID ELECTRICAL CONDUIT 3" (DIA.)	L.F.	3465	I		
96	709040	RIGID ELECTRICAL CONDUIT 4" (DIA.)	L.F.	2040	I		
97	710000	ELECTRICAL PULL BOX (STANDARD)	EA.	41	I		
98	710010	ELECTRICAL PULL BOX (LARGE)	EA.	22	I		
99	710150	ELECTRICAL PULL BOX TYPE C	EA.	10	I		
100	710400	SPLICE VAULT	EA.	3	I		
101	711005	MULTI CONDUCTOR CABLE 5	L.F.	4865	I		
102	711007	MULTI CONDUCTOR CABLE 7	L.F.	705	I		
103	711020	MULTI CONDUCTOR CABLE 20	L.F.	3175	I		
104	711104	SINGLE CONDUCTOR 4	L.F.	900	I		

105	711106	SINGLE CONDUCTOR 6	L.F.	3995	I		
106	711108	SINGLE CONDUCTOR 8	L.F.	10240	I		
107	711110	SINGLE CONDUCTOR 10	L.F.	4260	I		
108	712011	1 SECTION TRAFFIC SIGNAL ASSEMBLY (LED)	EA.	4	I		
109	712031	3 SECTION TRAFFIC SIGNAL ASSEMBLY (LED)	EA.	27	I		
110	712051	5 SECTION TRAFFIC SIGNAL ASSEMBLY (LED)	EA.	17	I		
111	712202	PEDESTRIAN COUNTDOWN SIGNAL (LED)	EA.	28	I		
112	712330	3 SECTION BACKPLATE	EA.	12	I		
113	712350	5 SECTION BACKPLATE	EA.	8	I		
114	713025	ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON STATION	EA.	28	I		
115	713826	RADAR PRESENCE DETECTOR	EA.	12	I		
116	713842	RADAR DETECTOR CABLE	L.F.	2225	I		
117	713843	RADAR DETECTION CABINET INTERFACE UNIT	EA.	3	I		
118	714000	TRAFFIC ACTUATED CONTROLLER	EA.	3	I		
119	714280	8 PHASE DOUBLE RING CONTROLLER CABINET	EA.	3	I		
120	716600	ORNAMENTAL POLE & LUMINAIRE	EA.	20	I		
121	716701	LED ROADWAY LUMINAIRE	EA.	24	I		
122	721000	REMOVAL OF PAVEMENT MARKING	L.F.	260	II		
123	721101	REMOVAL OF PAVEMENT MARKING SYMBOL	EA.	3	II		
124	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	1	I		
125	802000	POST CONSTRUCTION PLANS	L.S.	1	I		

TOTAL OF BID ITEMS WITHOUT NMGR:	
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New Mexico Department of Transportation ('NMDOT')

Non-Debarment Certification

Control Number ('CN'): S100460 & LP50008 - 23/42/B

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

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

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

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

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

I acknowledge.

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

Control Number ('CN'): S100460 & LP50008 - 23/42/B

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

Pre-Award

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

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

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

<https://www.generalservices.state.nm.us/statepurchasing/>

Post-Award

If Contract Time extends beyond one (1) year from the date on the Notice to Proceed, then within ten Days of the annual anniversary date of the Notice to Proceed, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE-250 depending on the number of employees it has at that time.

If at the expiration of the Contract Time more than 180 Days has elapsed since submittal of the last PE 10-249 or PE-250, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE-250.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and has ten or more employees or eight (8) employees in the same job classification then the Contractor shall submit to the Project Manager the PE 10-249 or PE-250. The Contractor shall submit the appropriate form with the permission to subcontract package forms A-1086 or A-1087.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and during the performance of this Work grows to have ten or more employees (8) employees in the same job classification then the Contractor shall immediately submit form PE 10-249 or PE-250.

Subsequent form PE 10-249 or PE-250 submittals, by the Contractor or Subcontractors, at any tier, shall be due yearly on the anniversary date of the Project Manager's approval of the permission to subcontract package.

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

I acknowledge.

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

Control Number ('CN'): S100460 & LP50008 - 23/42/B

BIDDER: _____ TELEPHONE: () _____
 ADDRESS: _____

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

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

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

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

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

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

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

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

**CITY OF SANTA FE BIDDER'S LISTING of SUBCONTRACTORS for Compliance with
SUBCONTRACTORS FAIR PRACTICES ACT**

BIDDER must list all Subcontractors whose listing is required pursuant to the New Mexico Subcontractors Fair Practices Act and estimated work exceeds the threshold amount of Five-thousand, two hundred ninety and no/100 Dollars (\$5,290.00) or ½ of 1% of the engineer's estimate.

Company Name:	FEIN:		
Address:	City:	State:	Zip:
E-mail Address:	License Number:		
Phone Number:	Fax Number:		
Work to be performed:	Contract Over \$ 60,000: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Company Name:	FEIN:		
Address:	City:	State:	Zip:
E-mail Address:	License Number:		
Phone Number:	Fax Number:		
Work to be performed:	Contract Over \$ 60,000: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Company Name:	FEIN:		
Address:	City:	State:	Zip:
E-mail Address:	License Number:		
Phone Number:	Fax Number:		
Work to be performed:	Contract Over \$ 60,000: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Company Name:	FEIN:		
Address:	City:	State:	Zip:
E-mail Address:	License Number:		
Phone Number:	Fax Number:		
Work to be performed:	Contract Over \$ 60,000: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Company Name:	FEIN:		
Address:	City:	State:	Zip:
E-mail Address:	License Number:		
Phone Number:	Fax Number:		
Work to be performed:	Contract Over \$ 60,000: <input type="checkbox"/> YES <input type="checkbox"/> NO		

ADDITIONAL SHEETS LISTING SUBCONTRACTORS MAY BE ATTACHED IF NECESSARY.

NOTICE TO BIDDER
List only one subcontractor for each category of work.
**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE
BID NON-RESPONSIVE** and the Bid will be rejected.

CONTRACTOR:
FIRM: _____
By: _____
Title: _____
Date: _____

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

Control Number (CN): S100460 - 23/42/B

BIDDER: _____ TELEPHONE: () _____
ADDRESS: _____

Contractor's DBE Liaison Officer: _____

Total Bid Amount: \$ _____

Contractor's DBE Participation: _____

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

For this Project the DBE participation goal is in the Advertisement. If the Bidder can meet the DBE goal it shall complete this form and submit the same before Bid Opening. If the Bidder intends to meet the goal by self-performing the Work, it shall list itself and complete the input fields in the DBE Goal Form A-585.

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

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

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

Name of Contractor, Subcontractor or Supplier	Address	NAICS Code for DBE	Description of Work	Proposed Amount (round to the nearest dollar)

Bidders shall use certified DBEs contained in the DBE directory required by 49 C.F.R. § 26.81(g) (2011). Bidders shall

confirm that the DBE is certified at the following link:

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

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

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

ADVERTISEMENT FOR BIDS
BID NO. CN S100460/LP 50008 – 23/42/B

Bids will be received by the City of Santa Fe and will be emailed to City of Santa Fe Purchasing Office purchasing_itb@santafenm.gov until 2:00 P.M. local prevailing time, **January 17th, 2033**. Any bid received after this deadline will not be considered. This bid is for the purpose of procuring:

Guadalupe Street Reconstruction – CN S100460/LP 50008

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

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

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Complete Bid packets are available from the Wilson & Company Plan Room: <https://www.wilsonco.com/plan-room>.

ATTEST:

JoAnn Lovato, Interim Chief Procurement Officer

Received by the Santa Fe New Mexican on: _____

To be published on: December 18th, 2022; December 25th, 2022; January 1st, 2022

Received by the Albuquerque Journal on: _____

To be published on: December 18th, 2022; December 25th, 2022; January 1st, 2022

The purpose of this Request for Bid (RFB) is to procure construction services for the Guadalupe Street Reconstruction in accordance with contract documents supplied by the City of Santa Fe, Public Works Department.

OBTAINING CONTRACT DOCUMENTS: Plan drawings, specifications and contract documents may be obtained online by

Wilson & Company Plan Room

<https://www.wilsonco.com/plan-room>

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

BID OPENING: Bid Opening will be conducted Via Zoom at 2:00 P.M. on January 17th, 2023 with the link below:

Join Zoom Meeting

<https://zoom.us/j/92905159526?pwd=K3c4QW1YkwzMTYzMXFvZiILMy8xdz09>

Meeting ID: 929 0515 9526

Passcode: 40xM2H

Bids shall include the full and complete Contract Book. All documents are to be received by purchasing_itb@santafenm.gov before 2:00 P.M. on January 17th, 2023. Failure of the bidder to provide all documentation shall render the Bid NON-RESPONSIVE and the Bid Proposal shall be rejected.

Per NMDOT Standard Specifications Section 102 and as a condition to submitting a Bid all Bidders bidding as Contractors are required to be prequalified with the NMDOT's Office of Inspector General seven (7) Days before Bid Opening per 18.27.5 NMAC. All Subcontractors are required to be prequalified before performing any Work and prior to supplying goods or services to the Project. The Contractor Prequalification Rule, 18.27.5 NMAC, and Prequalification Packet are located at <http://dot.state.nm.us/content/nmdot/en/prequalification.html>. The Bidder's prequalification factor rolling average will be applied to any Project with an engineer's estimate greater than \$100 million.

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

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

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

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

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

Bidders shall provide individual Unit Cost(s) for Bid Item 702810; TRAFFIC CONTROL DEVICES FOR CONSTRUCTION, and for Bid Item 702811; TRAFFIC CONTROL DEVICES FOR PEDESTRIANS AND BICYCLISTS, within Special Provision 702-C; Table 702-C.1. Unit Cost(s) entered shall be extended against quantities provided to determine individual item totals. Individual Item totals shall be summed to determine Total Bid for Item 702810; TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (LUMP SUM), and for Total Bid for Item 702811; TRAFFIC CONTROL DEVICES FOR PEDESTRIANS AND BICYCLISTS (LUMP SUM). Lump Sum totals for each

Bid Item shall be carried over to the Base Bid Proposal to sum within/for Total of Bid.

Failure of the bidder to provide the above information shall render the Bid NON-RESPONSIVE and the Bid Proposal shall be rejected.

Failure to provide Unit Costs, Item Totals, and/or Lump Sum Totals shall render the Bid Proposal NON-RESPONSIVE, and the Bid Proposal shall be rejected.

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.

NON-MANDATORY PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held for this project on January 5th, 2023, at 10:00 PM, at the Railyard Park Community Room, 500 Market St, Suite #200, Santa Fe, NM 87505.

CONTRACT TIME: Contract will be 485 Calendar Days to Substantial Completion, 515 Calendar Days to Final Completion (30 Calendar Days from Substantial Completion to Final Completion).

The work to be performed with this project consist of furnishing all equipment, labor, and materials for the construction of the Guadalupe Street Reconstruction in accordance with the drawings, specifications, and other Contract Documents.

The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) Wage Rate Decision No. SF-22-2574-A.

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

New Mexico Department of Transportation ('NMDOT')
Certificate of Payment of Claims

Control Number ('CN'): S100460 & LP50008 - 23/42/B

BIDDER: _____ TELEPHONE: (_____) _____
ADDRESS: _____
BIDDER'S DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION No.: _____
BIDDER'S LICENSE No.: _____ * LICENSE CLASSIFICATION(S): _____

For the purpose of obtaining final payment of funds due me for the satisfactory completion of the Guadalupe Street Reconstruction Project in conformity with the contract documents, including plans and specifications or authorized modifications thereof, I hereby certify under penalty of perjury as follows (use additional sheets as necessary):

1. That all lawful claims for labor performed and material, supplies, and services furnished by me or any sub-contractor for the said work have been fully paid and satisfied, with the exception of the following disputed claims:
2. That all third-party liability claims arising out of the work on this project have been paid, satisfied, and released by the claimants, with the exception of the following disputed claim:
3. That the Disadvantage Business Enterprise (DBE) goal (if any) for the contract has been met or exceeded, or is excused for the following reason:

It is requested that final payment of funds due me under the contract be made.

Contractor

By: _____

STATE OF NEW MEXICO)
) as
COUNTY OF SANTA FE)

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public

My Commission expires:



INDEX OF PROJECT SPECIFIC NOTICE(s) to CONTRACTORS

Owner/Principal
ADA Construction Inspection Procedure
ADA Curb Ramp Documentation
Water
Cooperation with Utilities
Monthly Asphalt Binder Price Adjustment Procedures
Pavement Smoothness Measurement

05/23/2022

Notice to Contractors

Special Contract Requirements: Owner/Contractor

CN S100460 & LP50008 - 23/42/B

You are hereby advised of the following:

1. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this Contract, shall be interpreted as, "City of Santa Fe".
2. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Project Manager."
3. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
4. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."
5. State Construction Engineer shall be interpreted as "City of Santa Fe, City Engineer."

NOTICE TO CONTRACTORS
ADA Construction Inspection Procedure
CN S100460 & LP50008 - 23/42/B

General Comments

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

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

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

ADA Construction Compliance Requirement:

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

Construction Inspection Procedure

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

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

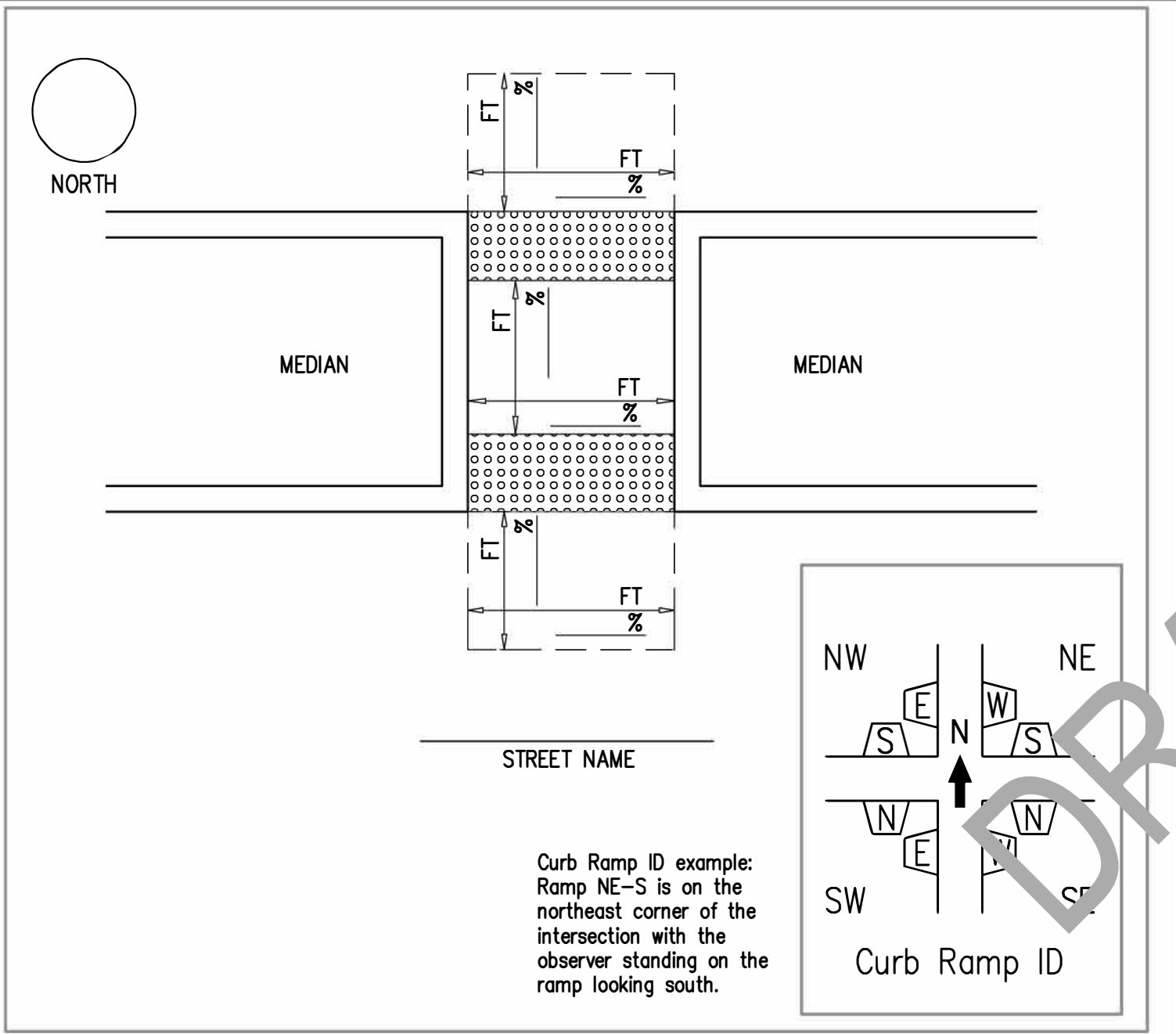
ADA Construction Inspection Procedure
CN S100460 & LP50008 - 23/26/B
Page 2

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

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

The Contractor shall prepare the final documentation to include all applicable field measurements documented on the ADA Curb Ramp Documentation inspection forms; verification of measurements by the inspector; and a minimum of two (2) pictures of the constructed curb ramp(s). The Contractor shall submit the completed forms to the NMDOT Project Manager before the next Progress Payment. Payment for ADA Curb Ramps will not occur until all documents have been submitted and accepted by the Project Manager.

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



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

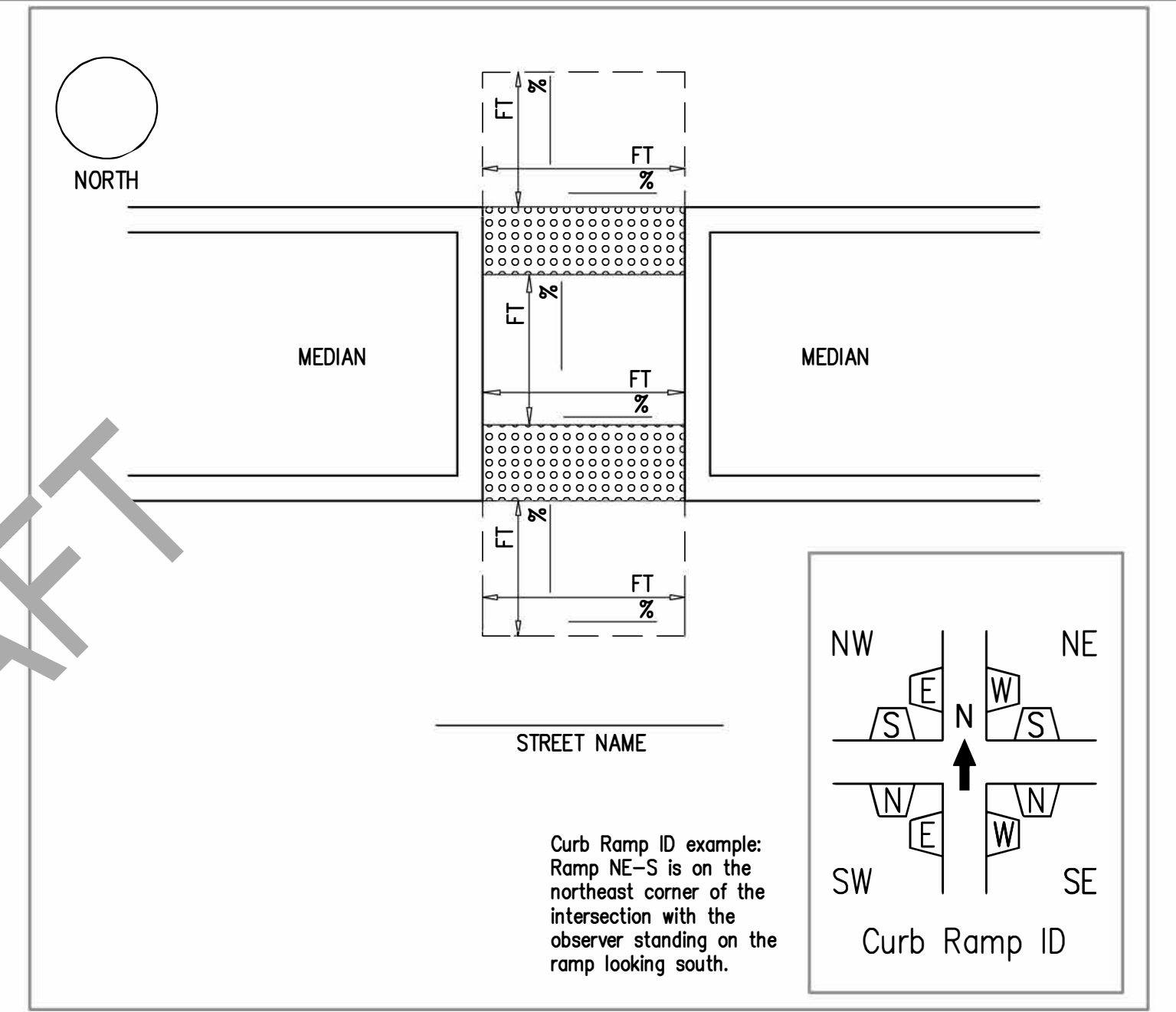
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CORNER: _____

CITY/STATE: _____

DATE: _____

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



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

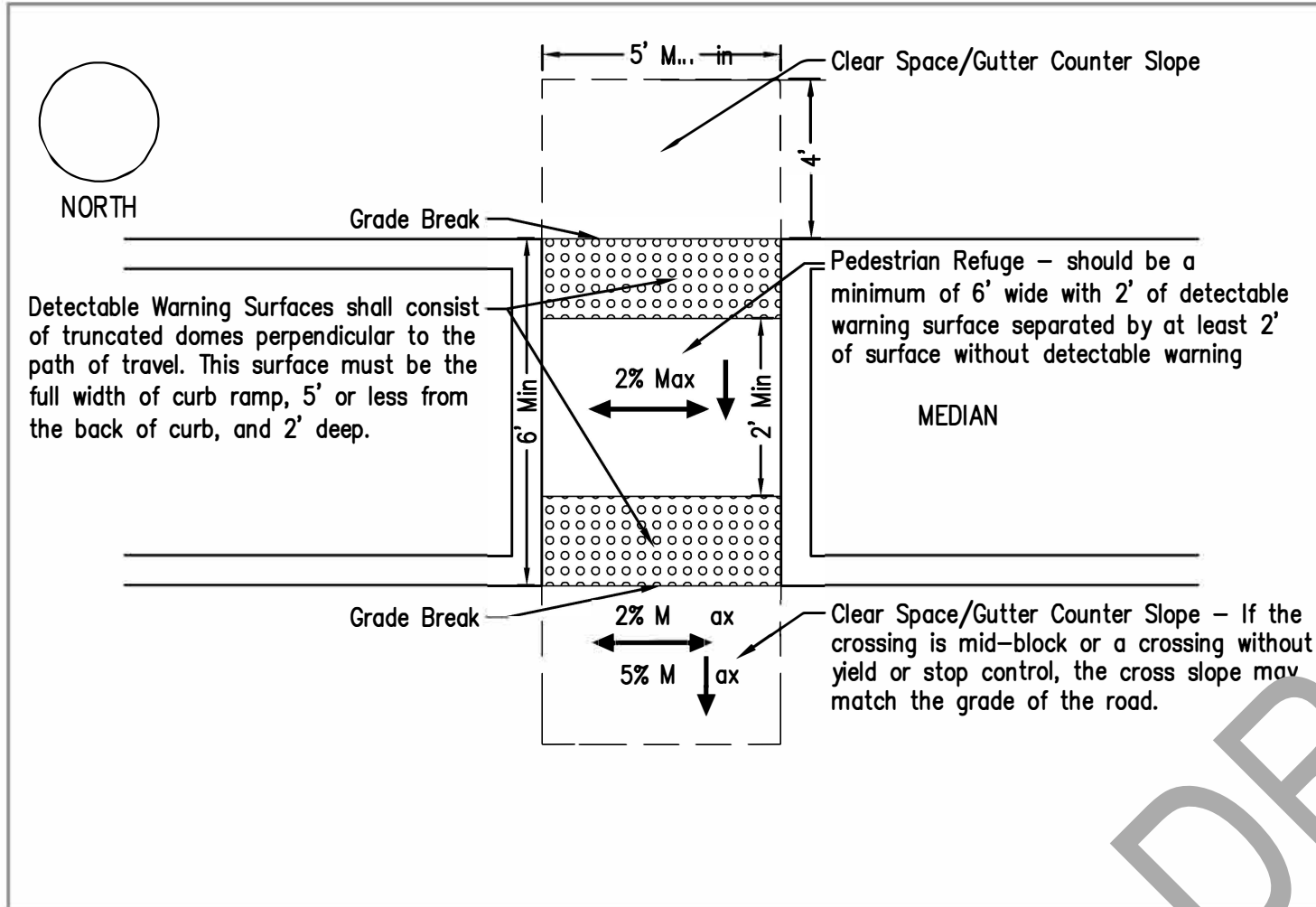
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CITY/STATE: _____

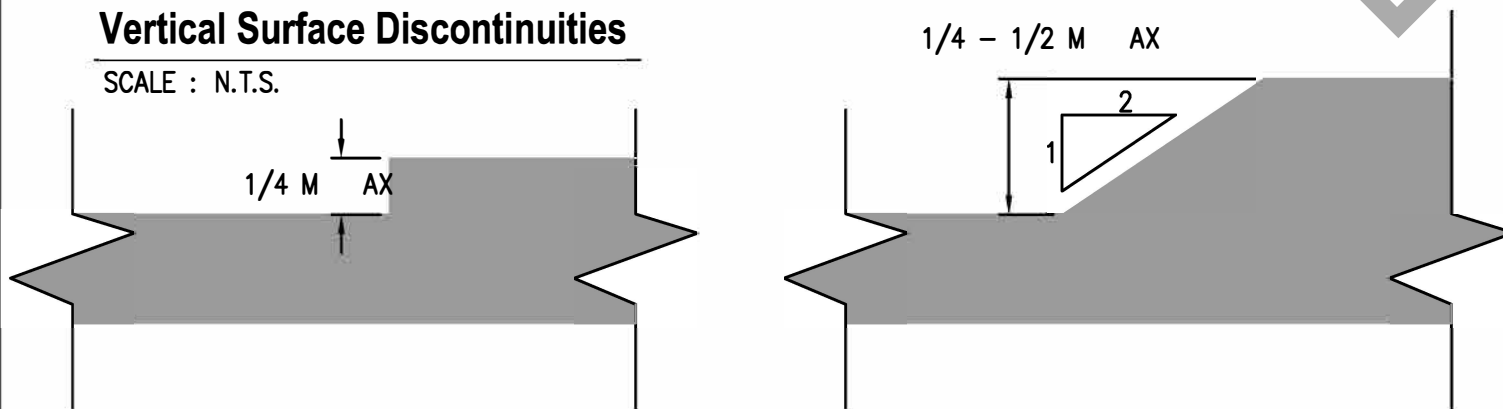
DATE: _____

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



Vertical Surface Discontinuities

SCALE : N.T.S.



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

COMMENTS:

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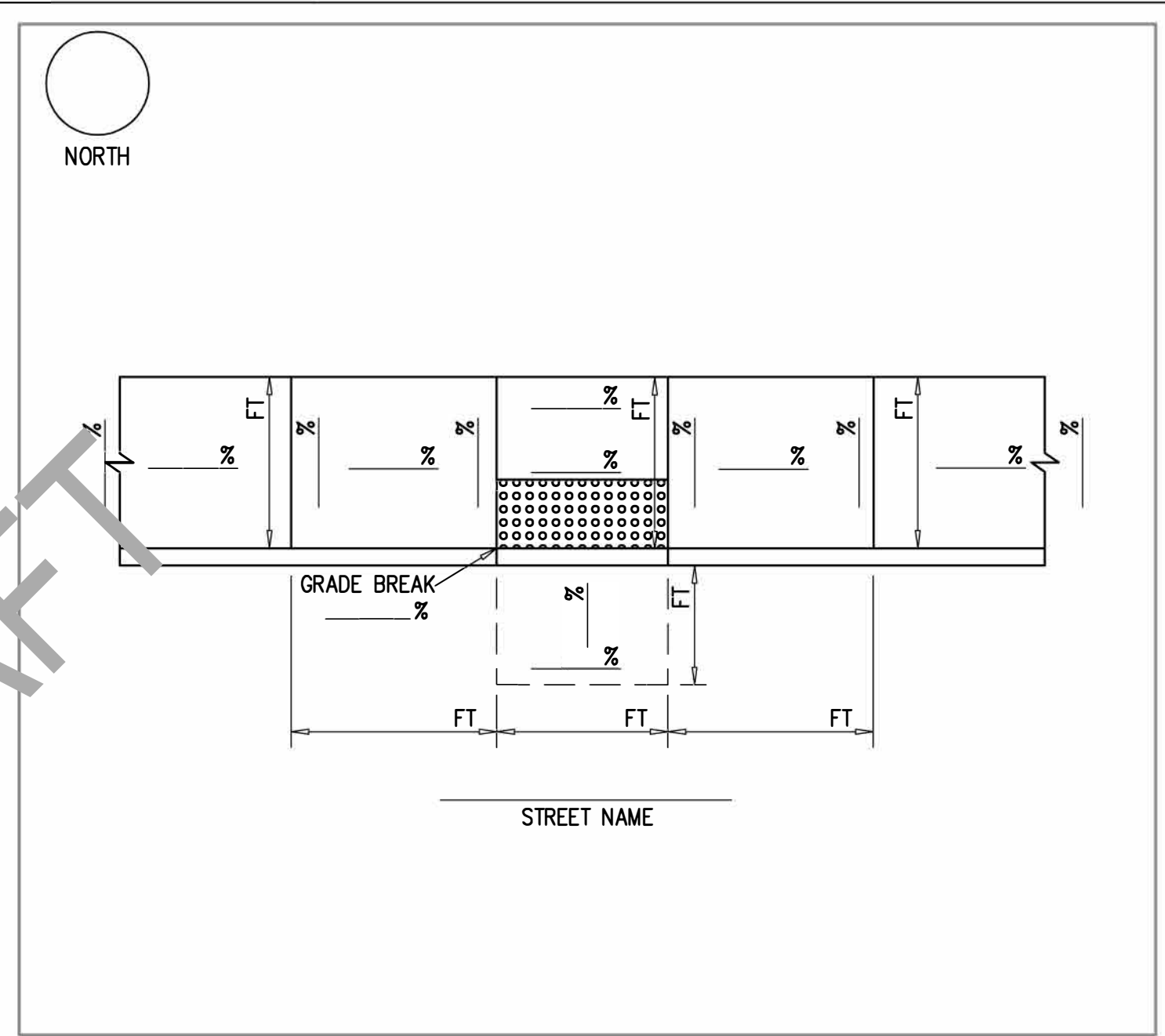
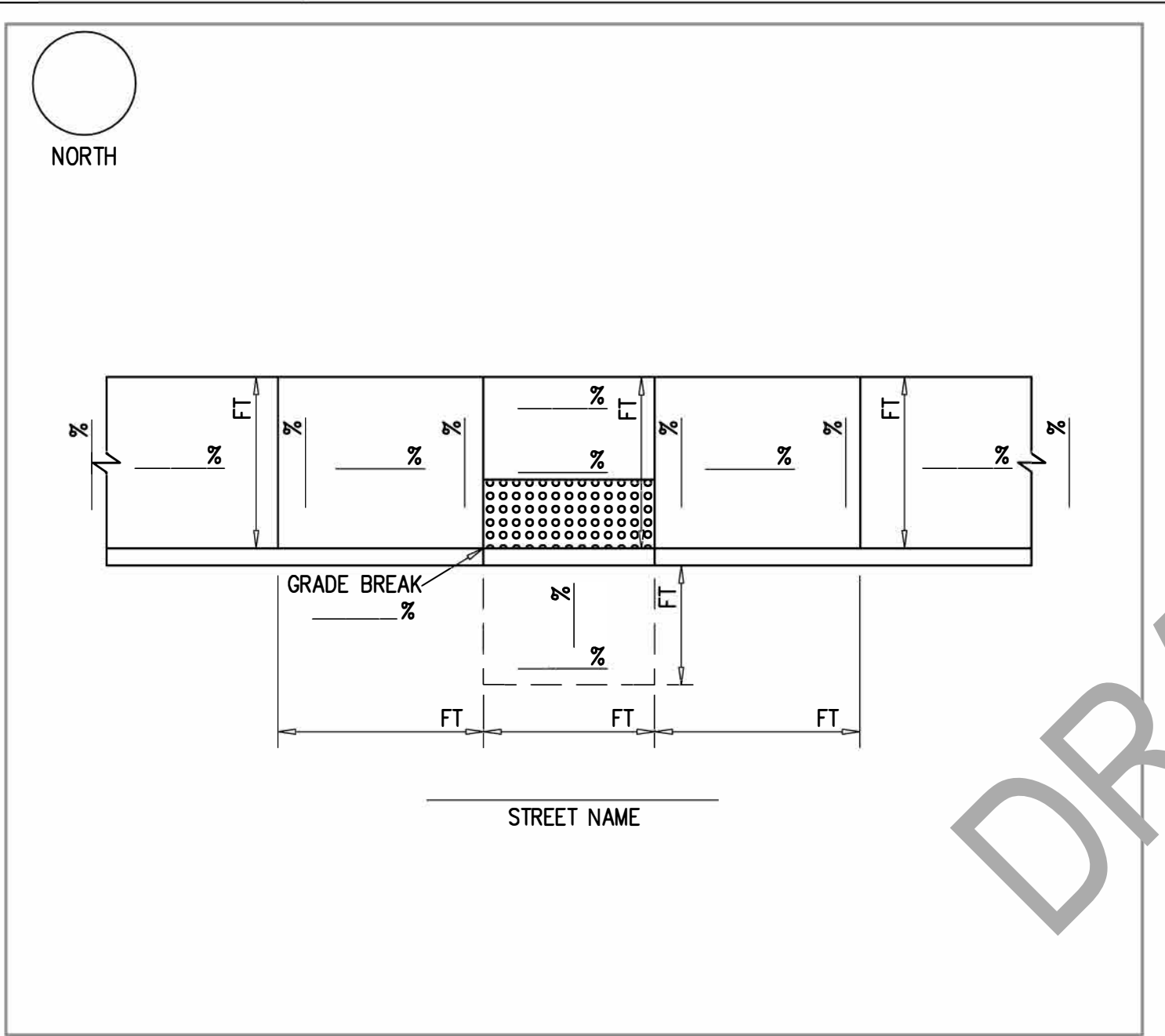
ADA Curb Ramp Documentation
Type: Mid-Block Parallel

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Mid-Block Parallel

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #:

NMDOT DISTRICT #:

CURB RAMP MP#:

STA: OFFSET:

CORNER:

CITY/STATE:

DATE:

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

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PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

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NMDOT DISTRICT #:

CURB RAMP MP#:

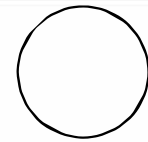
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CITY/STATE:

DATE:

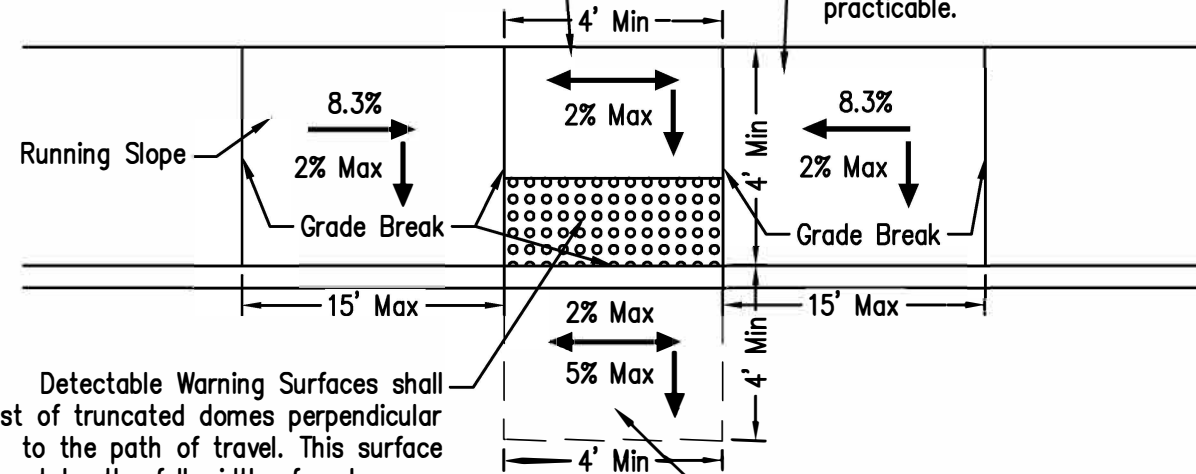
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



NORTH

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

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



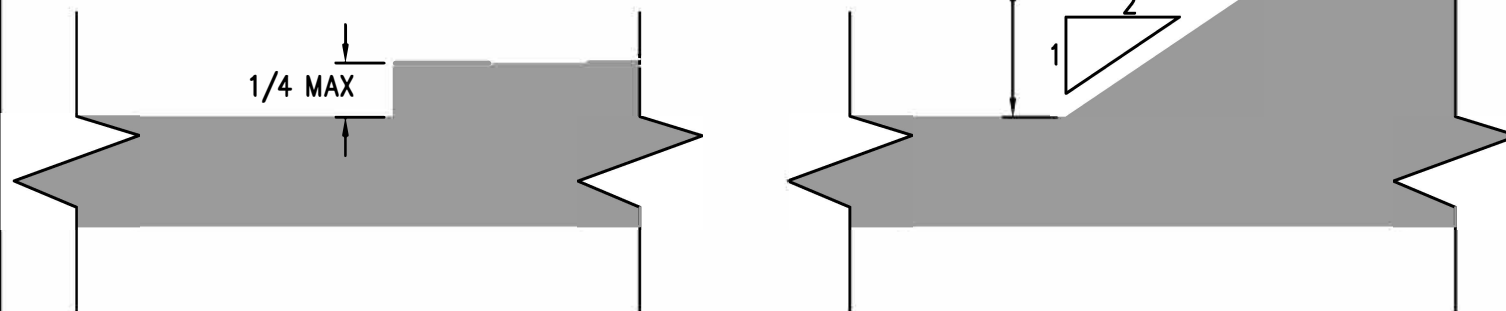
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.

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

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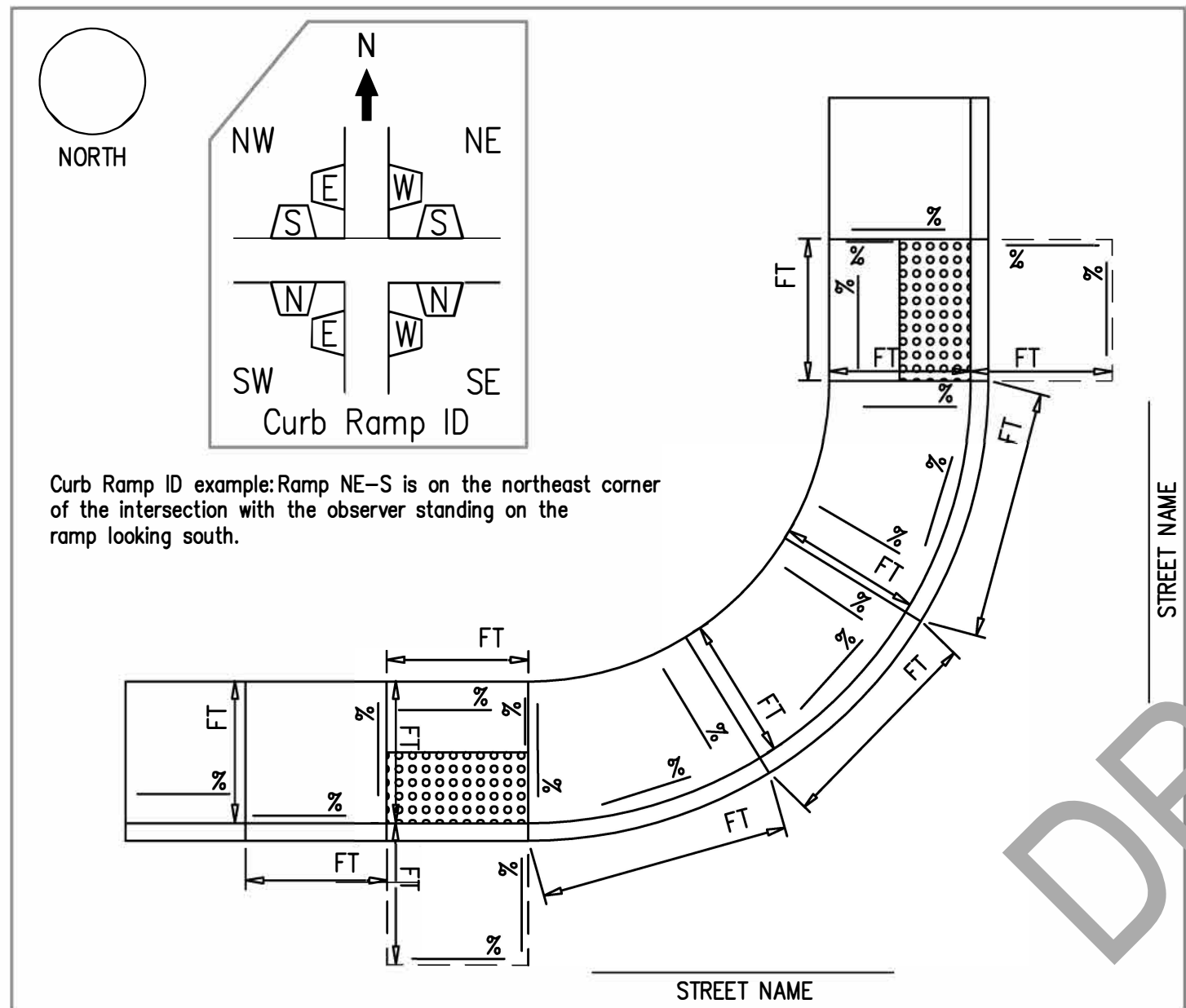
Vertical Surface Discontinuities

SCALE : N.T.S.



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

COMMENTS:



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

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

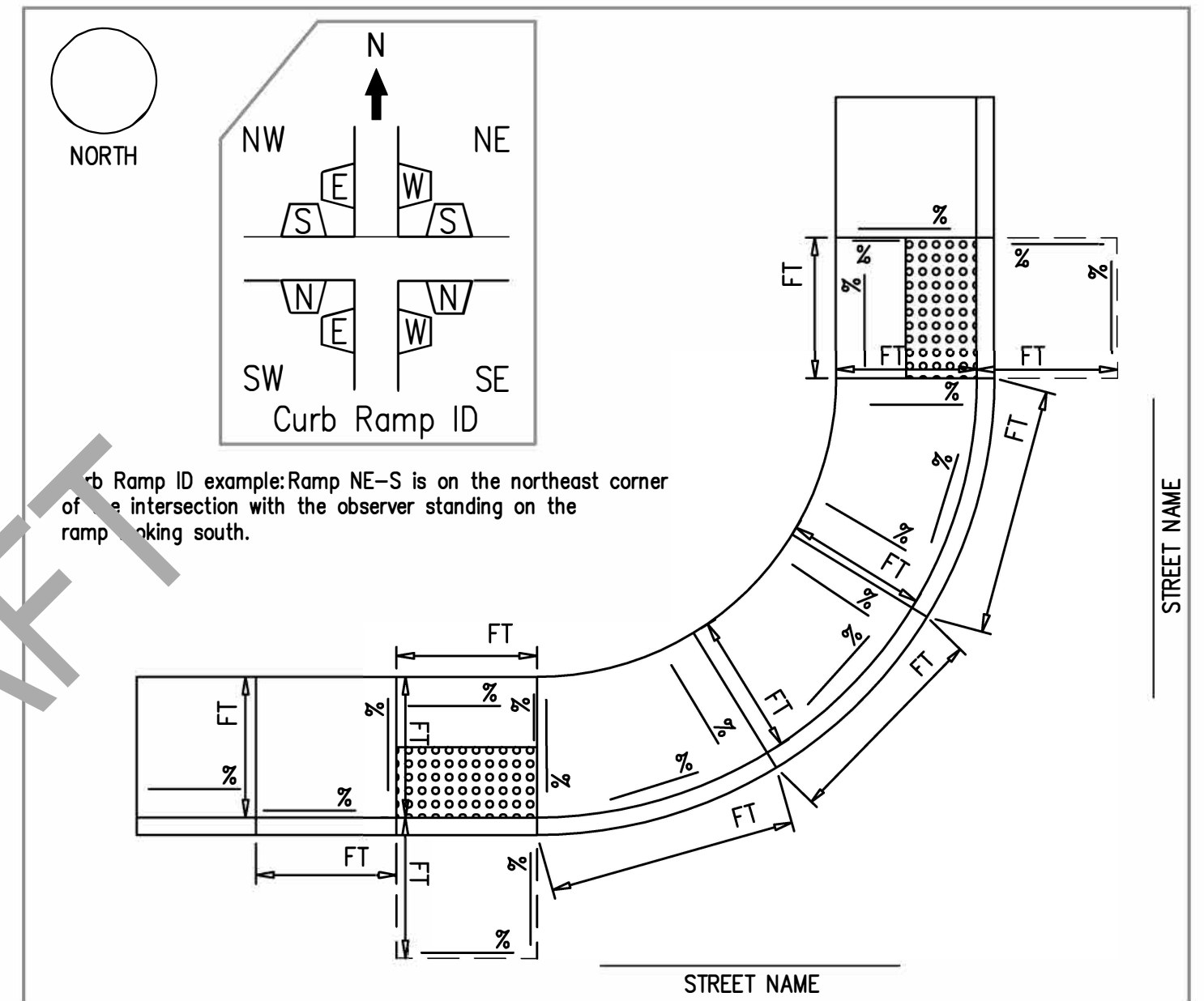
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DATE: _____

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



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

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NMDOT INSPECTOR INITIAL _____ DATE _____

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NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

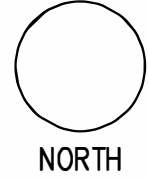
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CORNER: _____

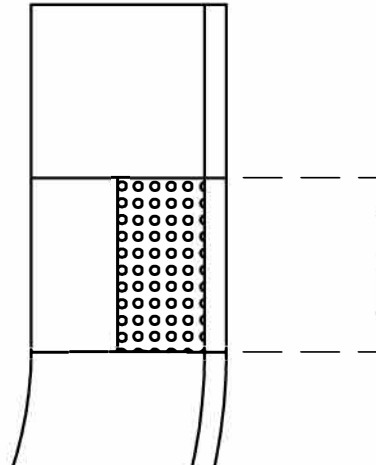
CITY/STATE: _____

DATE: _____

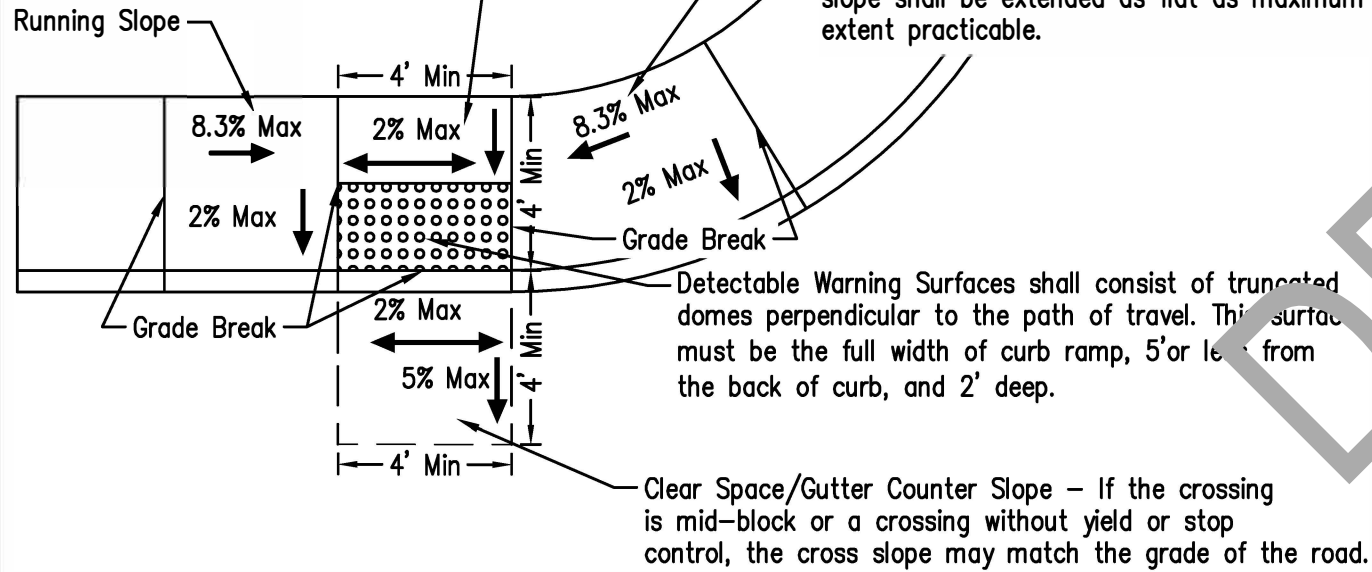
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



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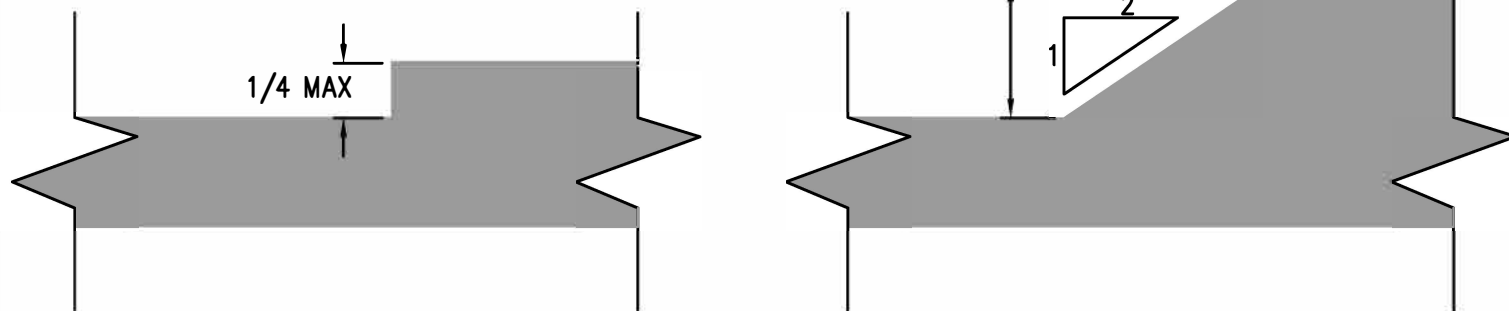
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DRAFT

Vertical Surface Discontinuities

SCALE : N.T.S.



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

COMMENTS:



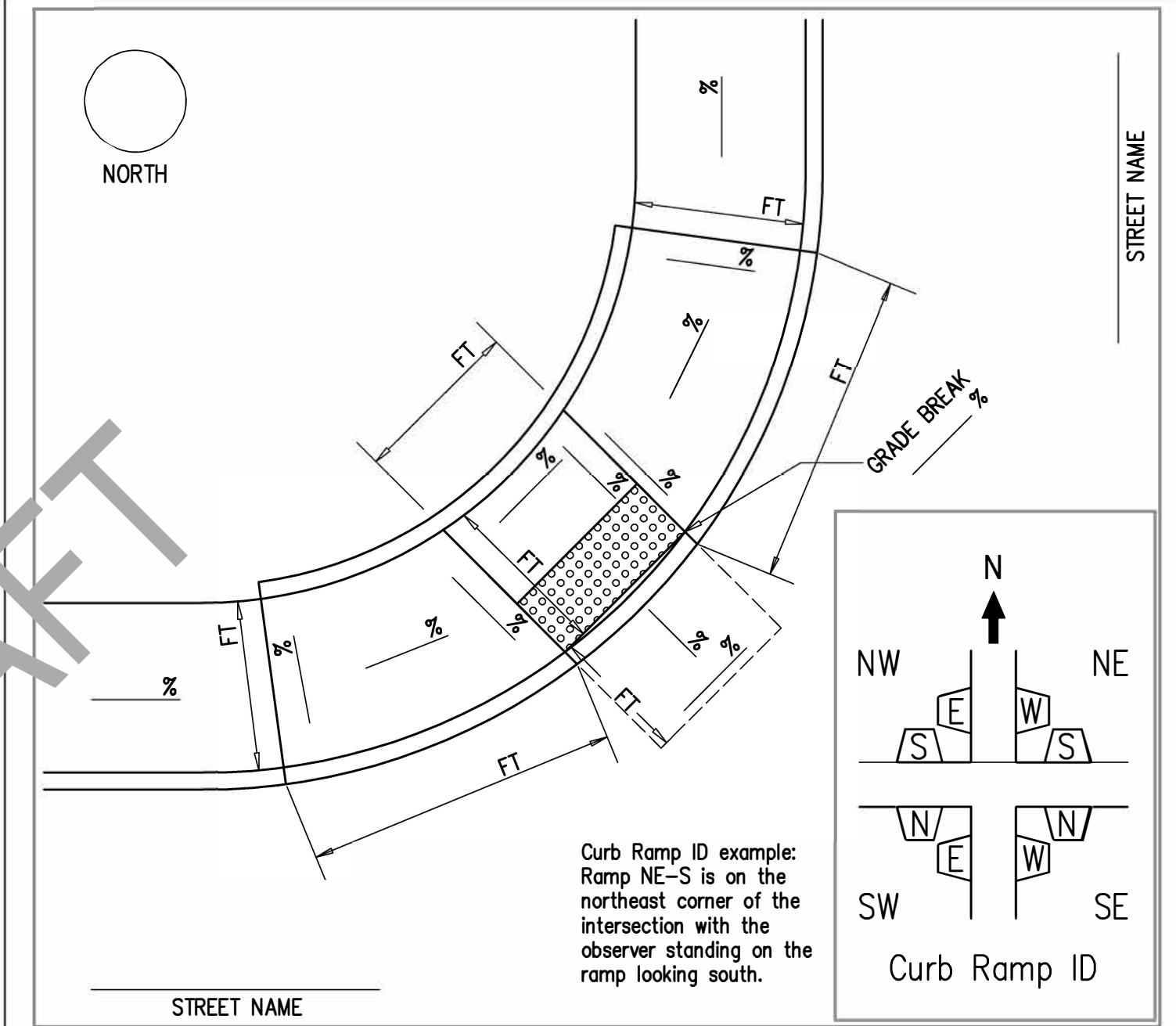
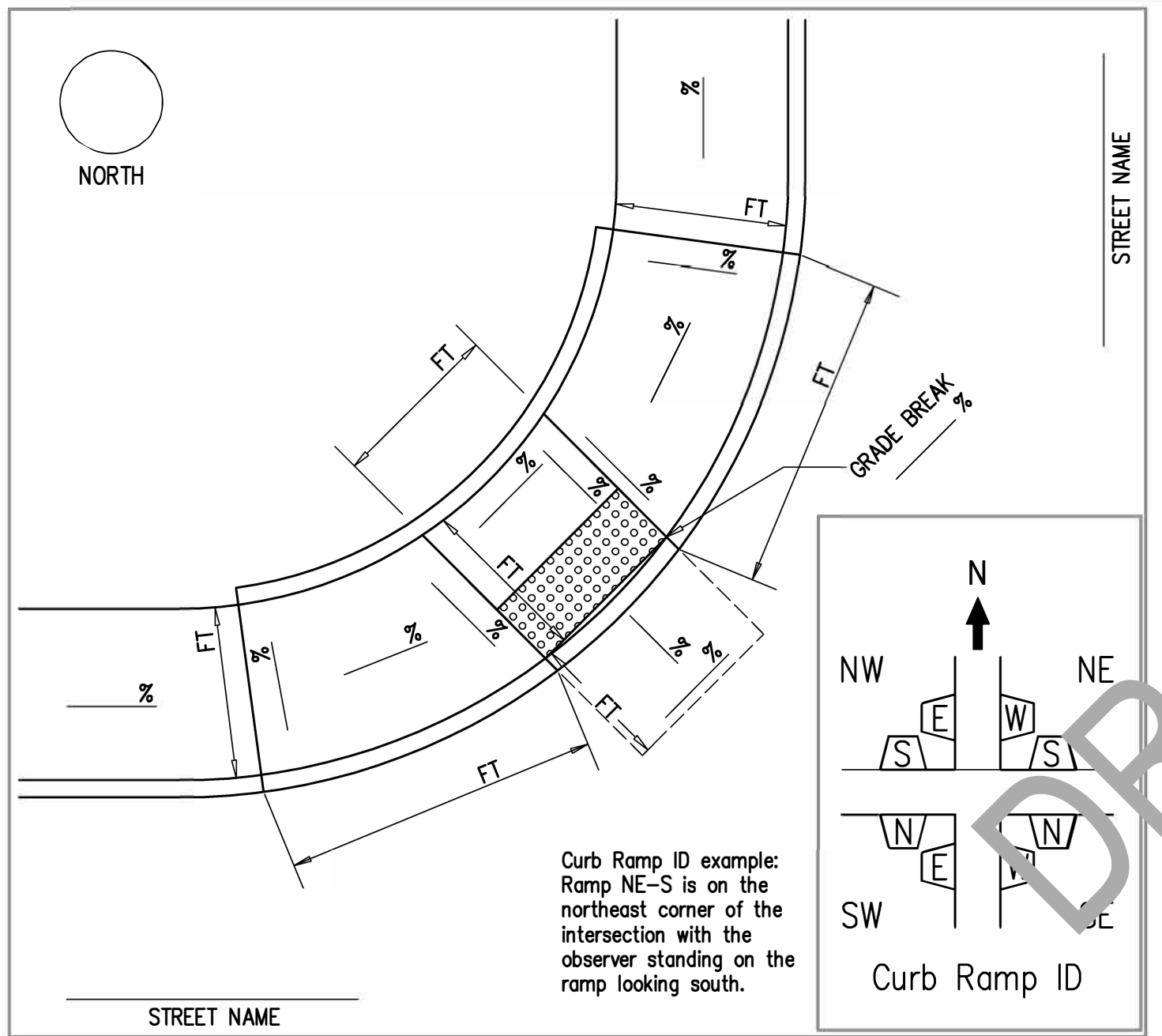
ADA Curb Ramp Documentation
Type: Parallel (Diagonal)

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Parallel (Diagonal)

Constructed Inspection



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

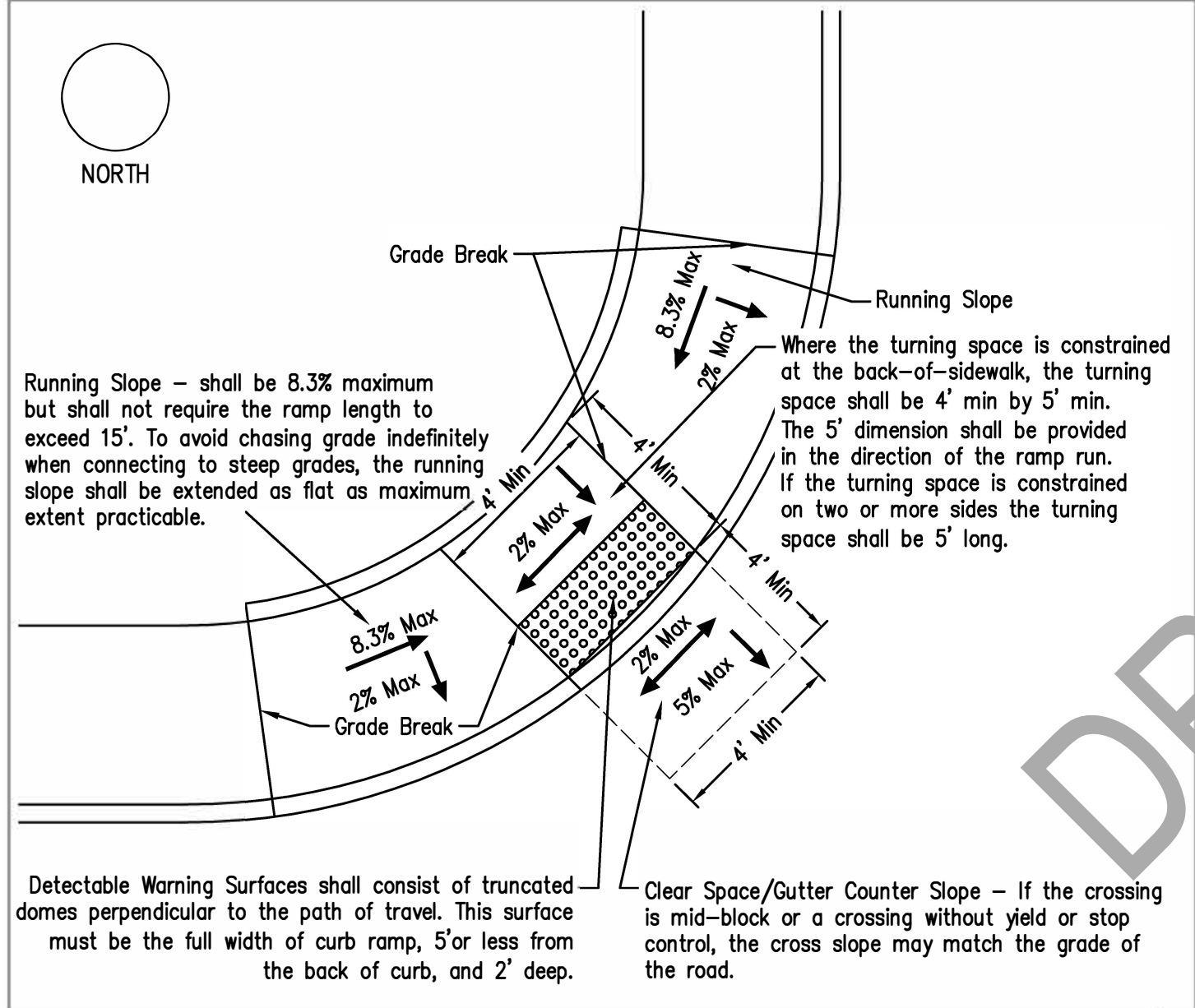
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 NMDOT DISTRICT #: _____
 CURB RAMP MP#: _____
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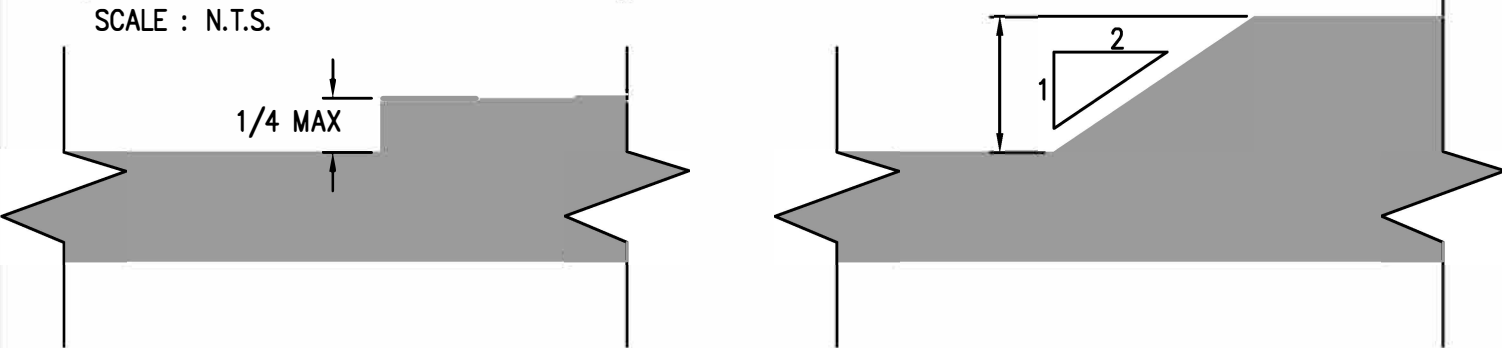
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



Vertical Surface Discontinuities

SCALE : N.T.S.

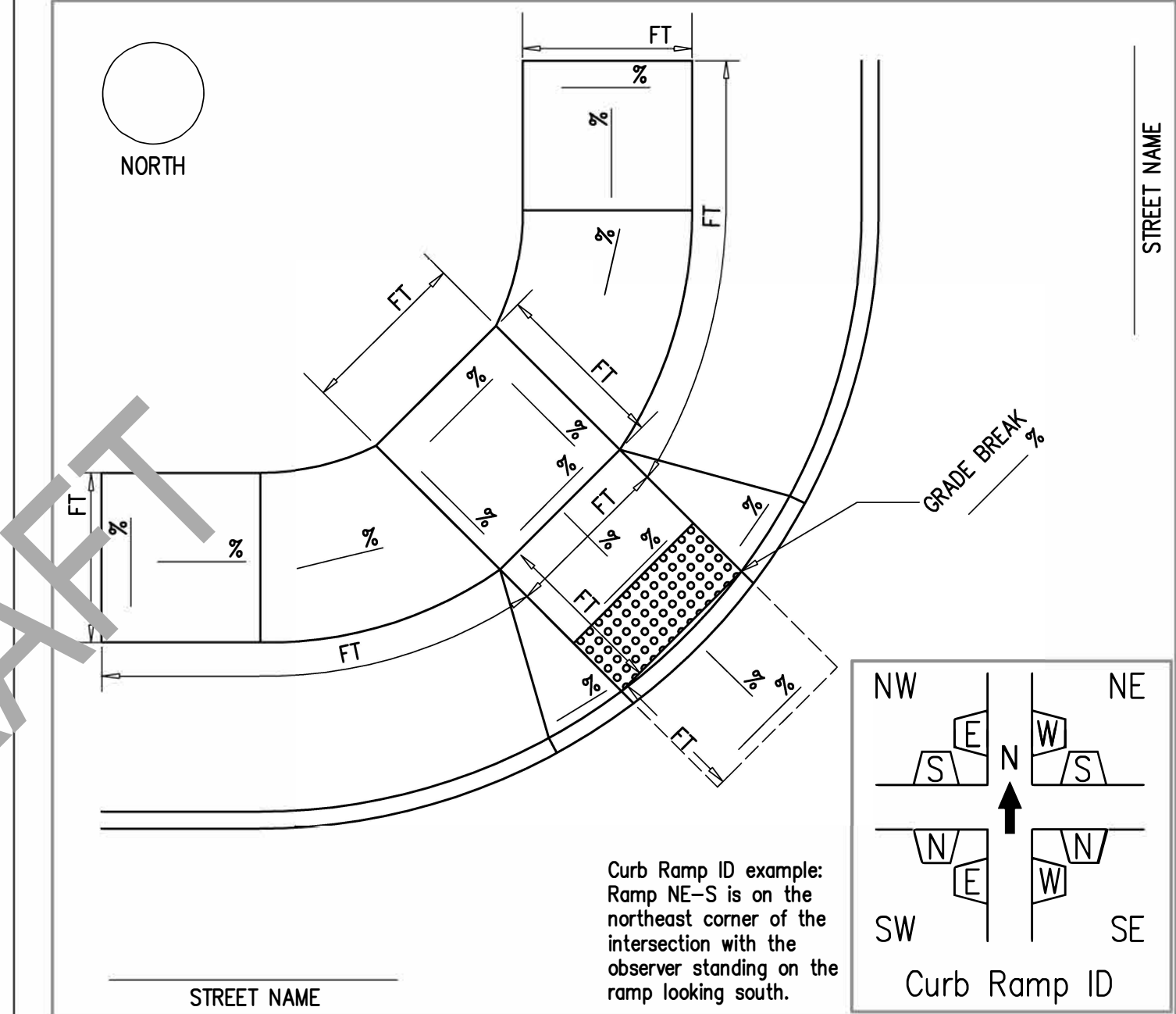
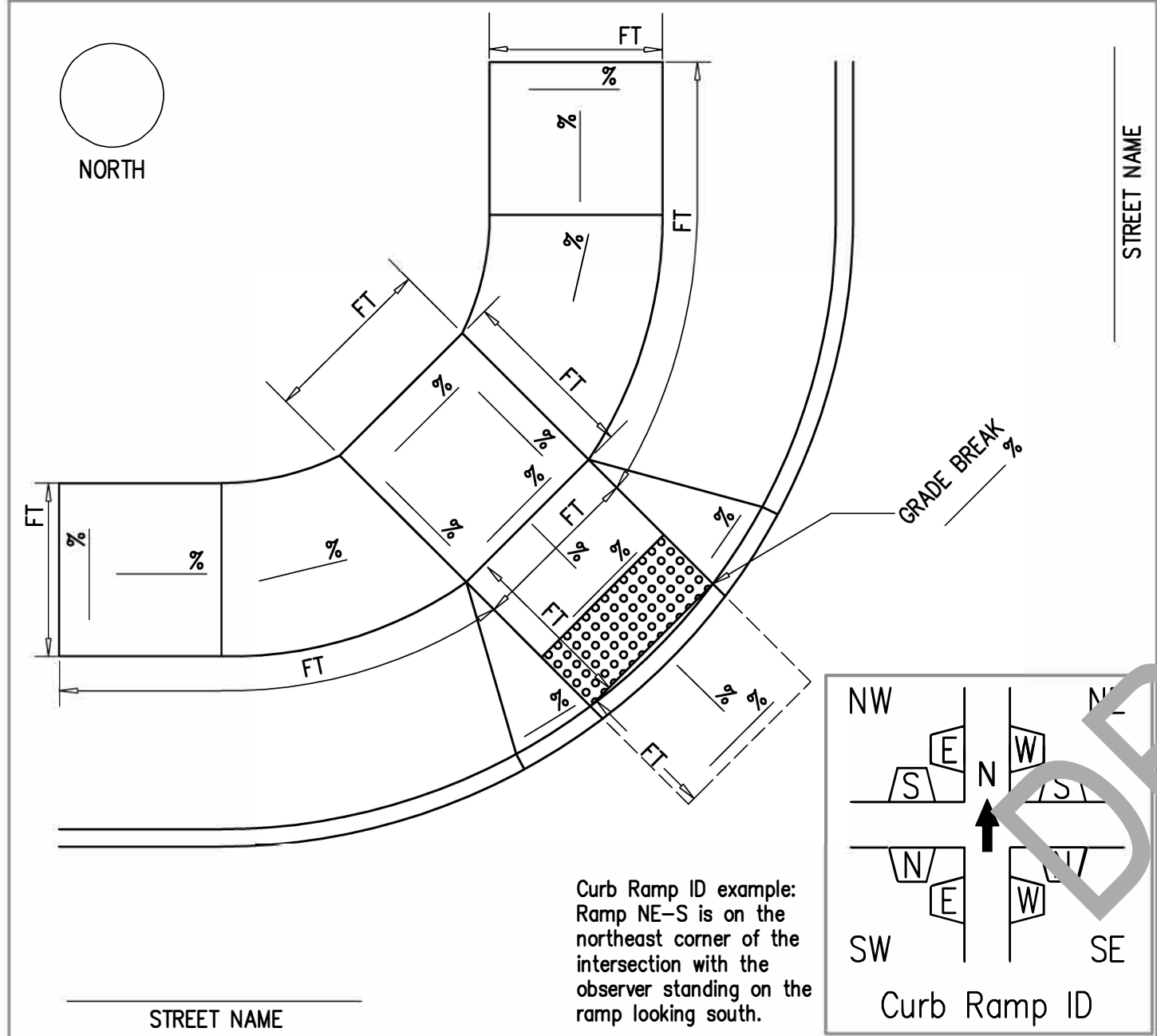
1/4 - 1/2 MAX



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

COMMENTS:

DRAFT



INSPECTOR SIGNATURE: _____
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 CONTRACTOR: _____
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 CONTRACTOR INITIAL _____ DATE _____

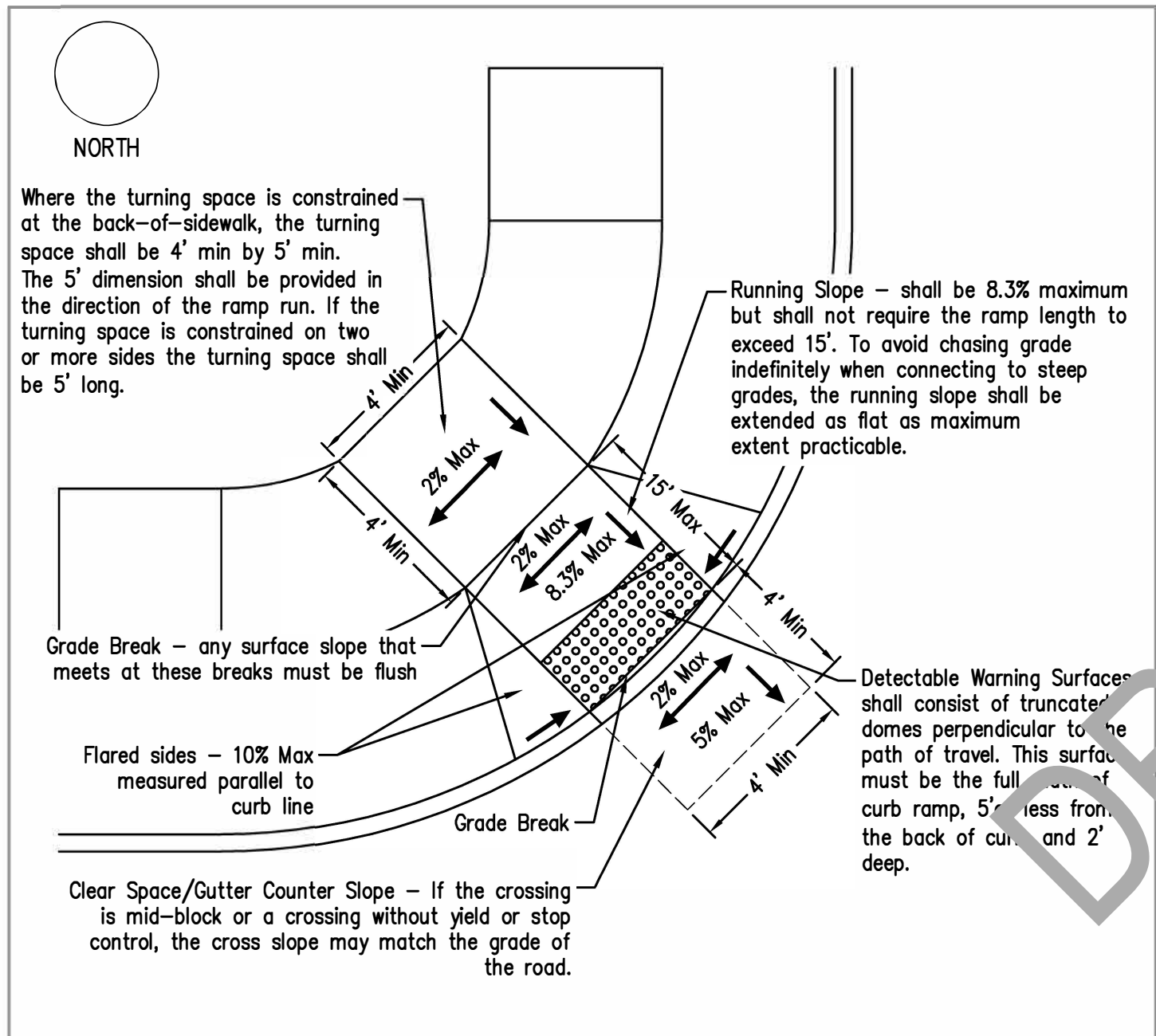
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 CONTRACTOR INITIAL _____ DATE _____

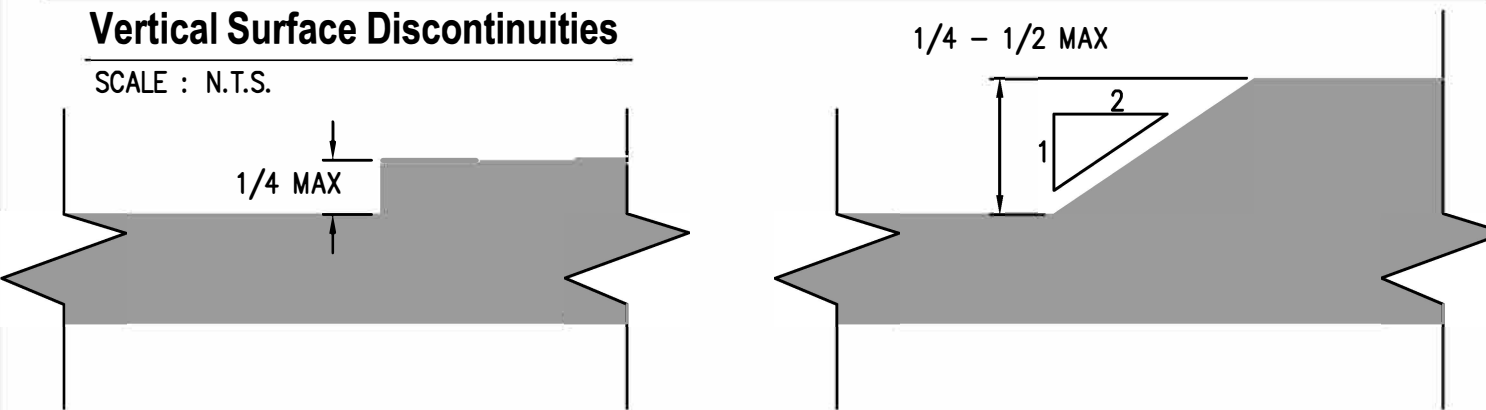
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Vertical Surface Discontinuities

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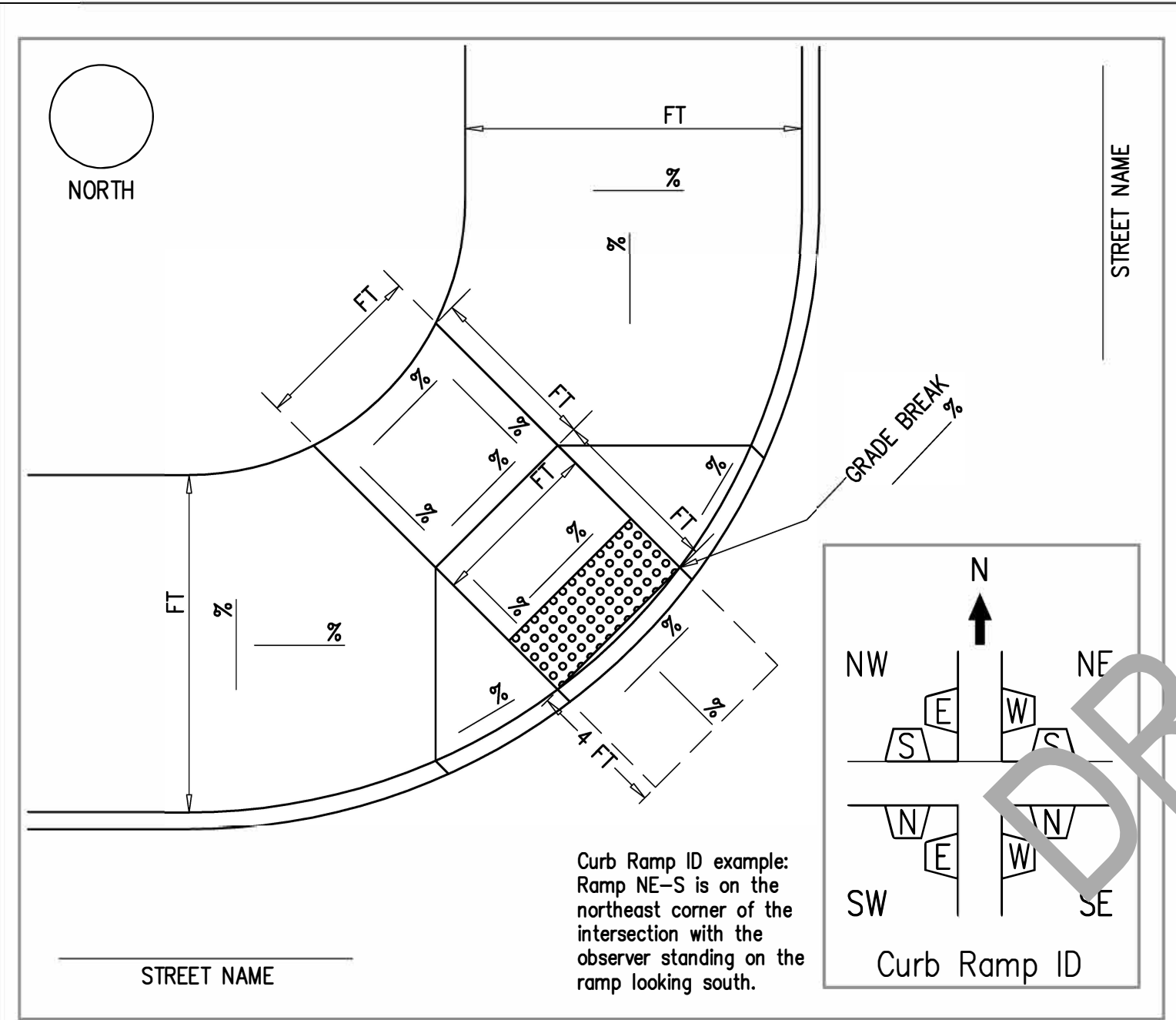
COMMENTS:

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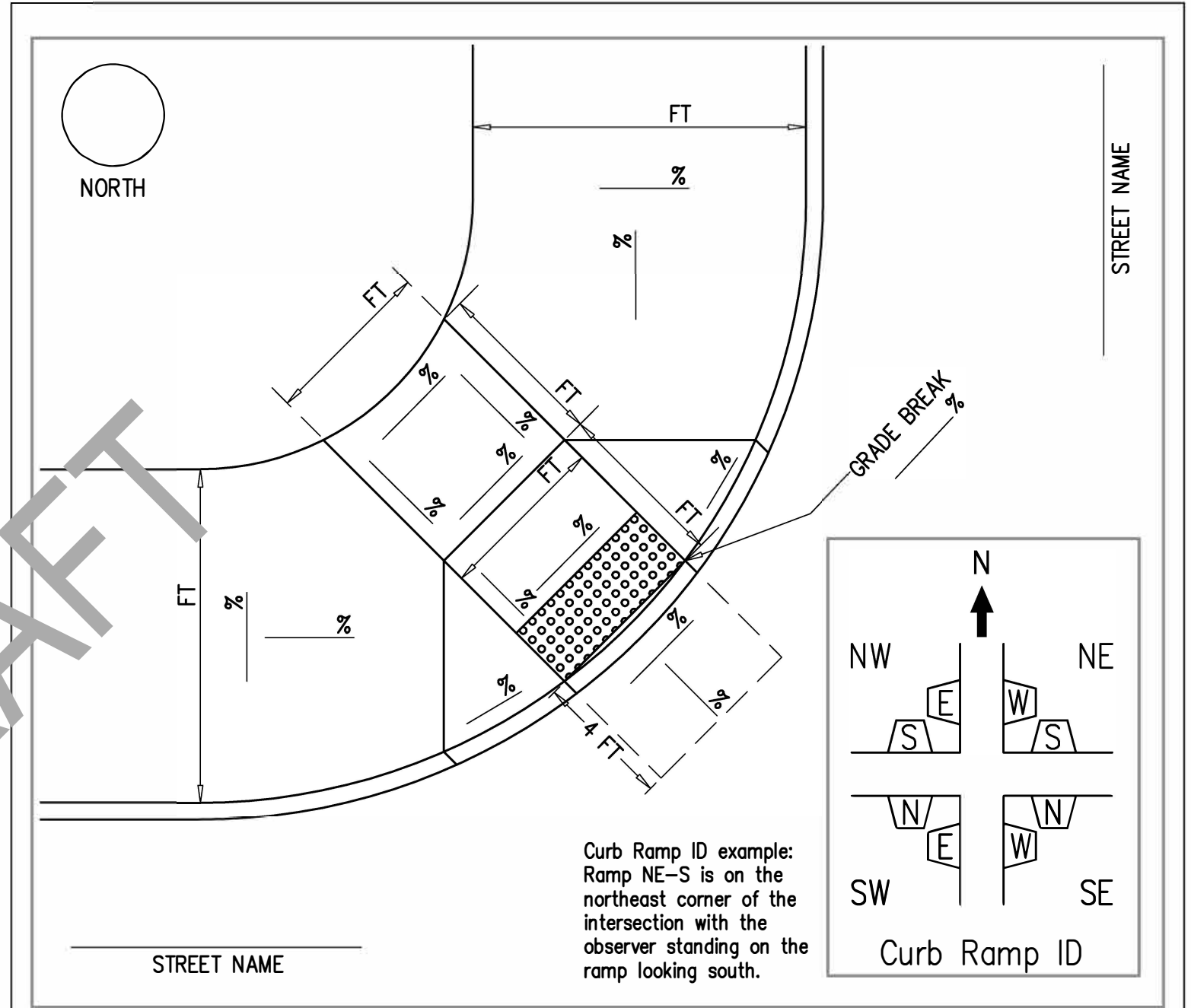
ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Constructed Inspection



DRAFT

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

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CITY/STATE: _____

DATE: _____

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

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PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

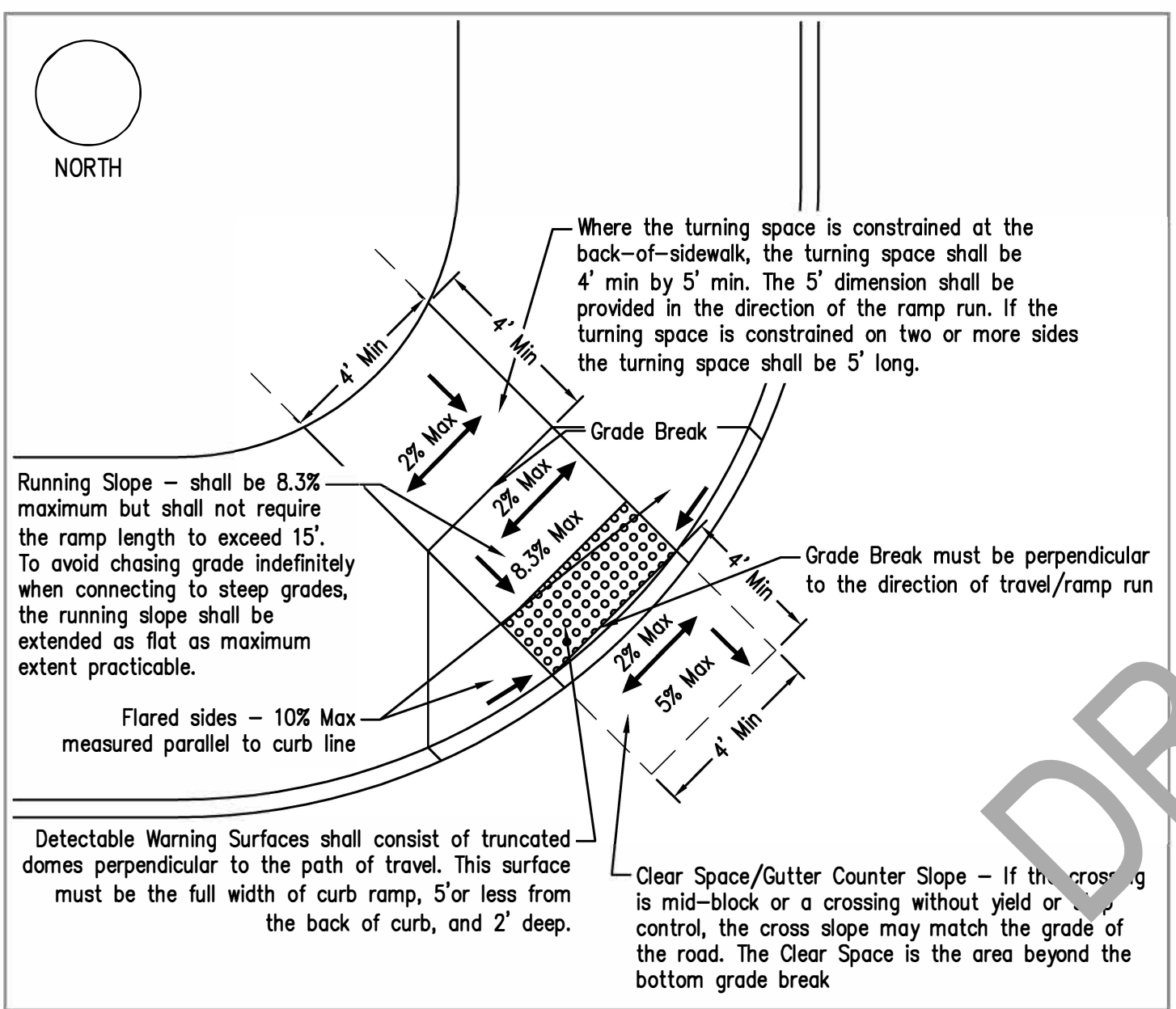
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CITY/STATE: _____

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

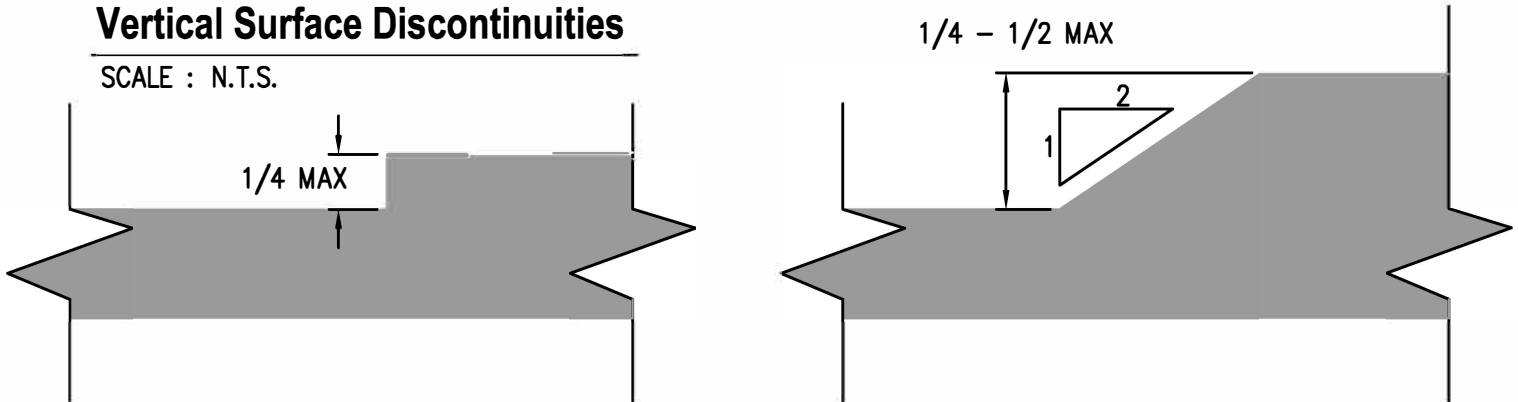


DRAFT

COMMENTS:

Vertical Surface Discontinuities

SCALE : N.T.S.



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



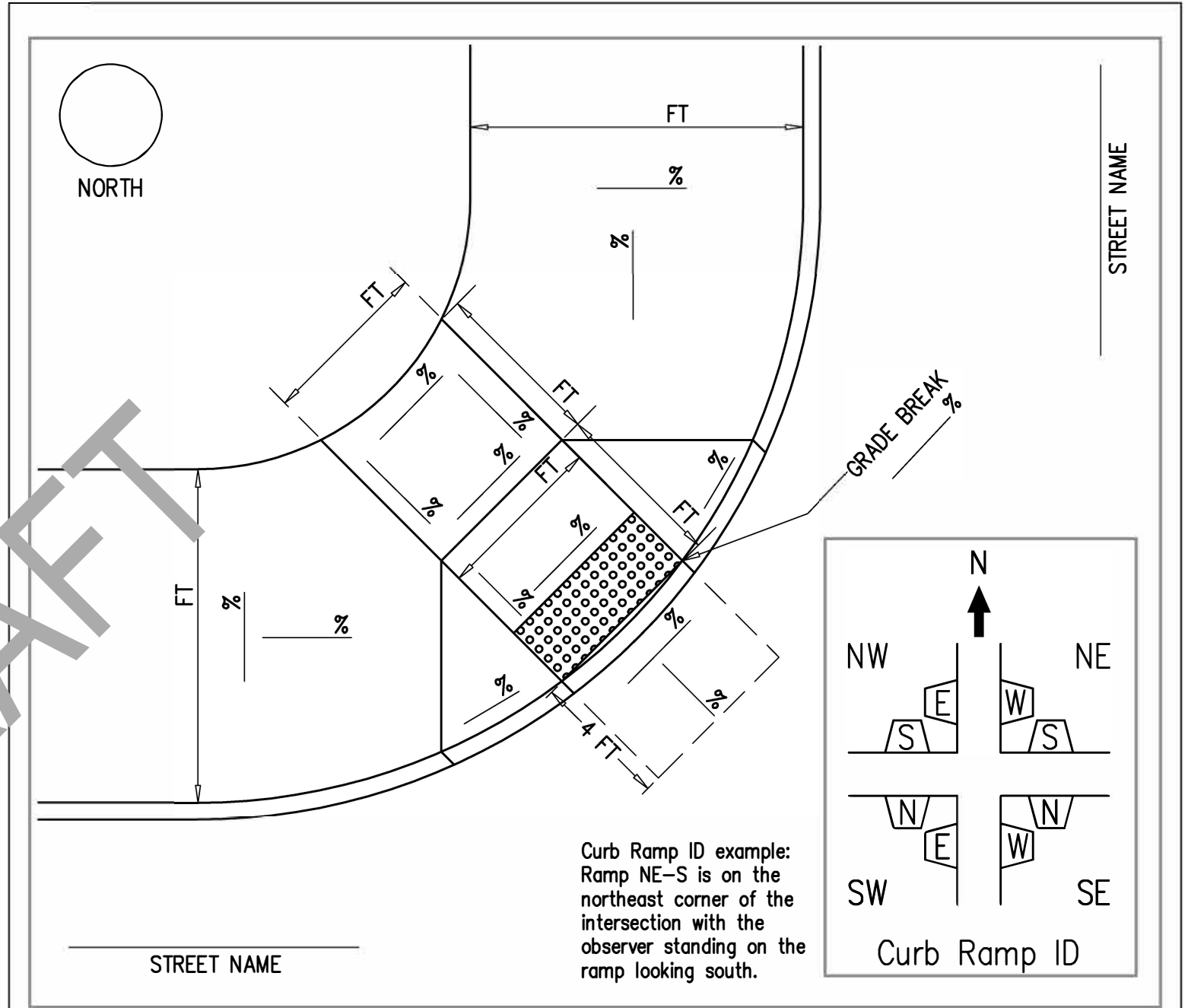
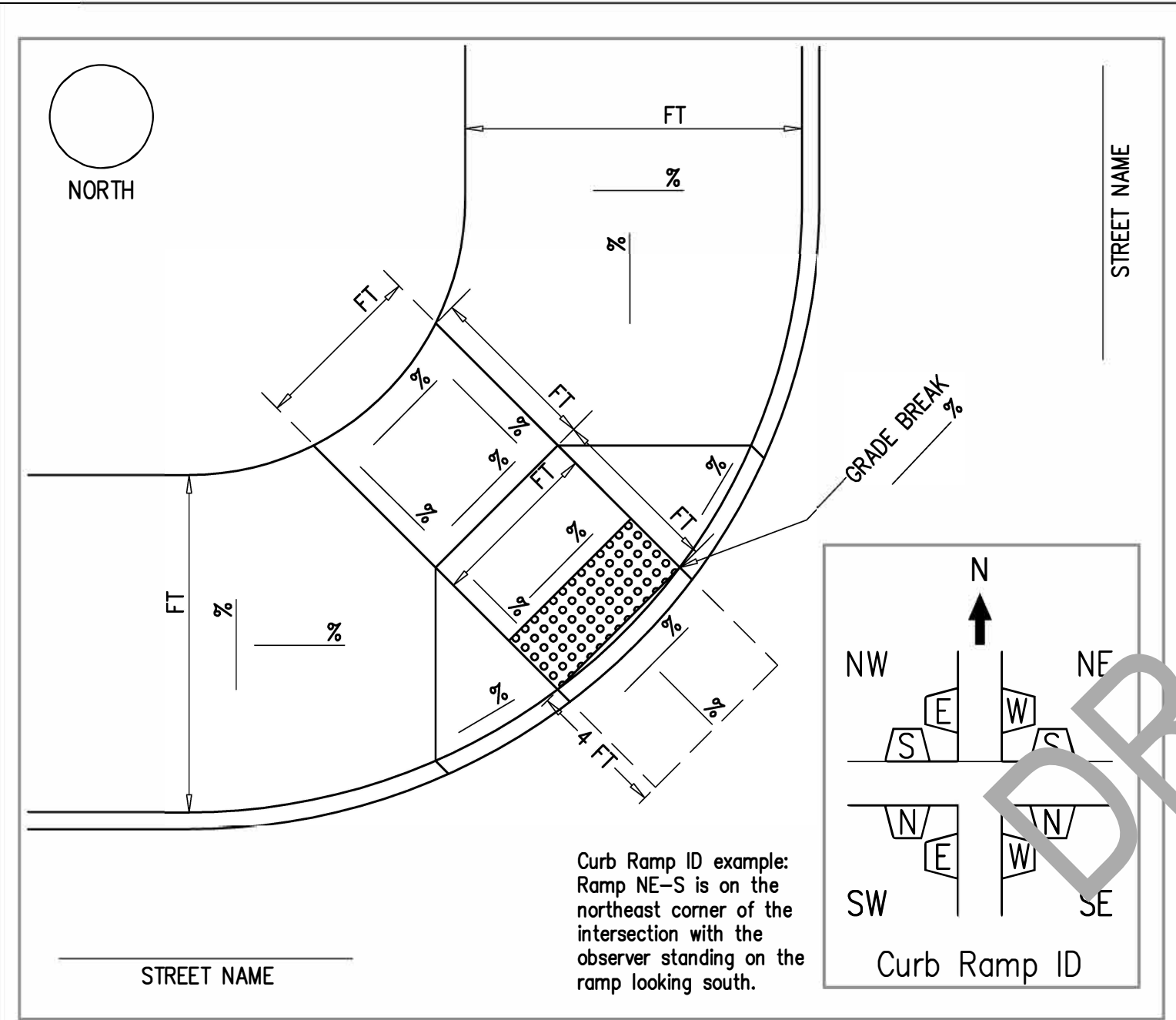
ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Constructed Inspection



DRAFT

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

STA: _____ OFFSET: _____

CORNER: _____

CITY/STATE: _____

DATE: _____

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

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #: _____

NMDOT DISTRICT #: _____

CURB RAMP MP#: _____

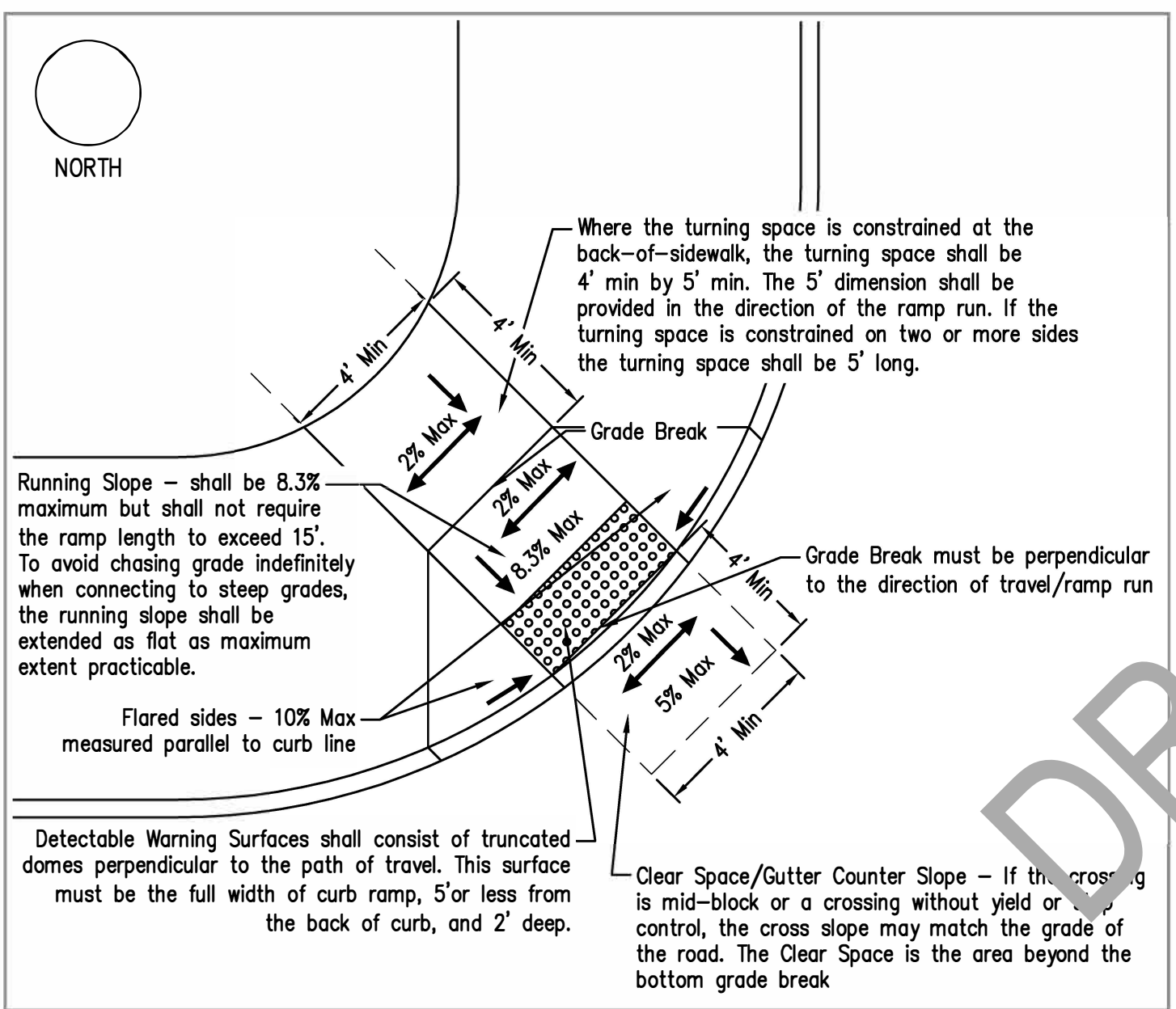
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CORNER: _____

CITY/STATE: _____

DATE: _____

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

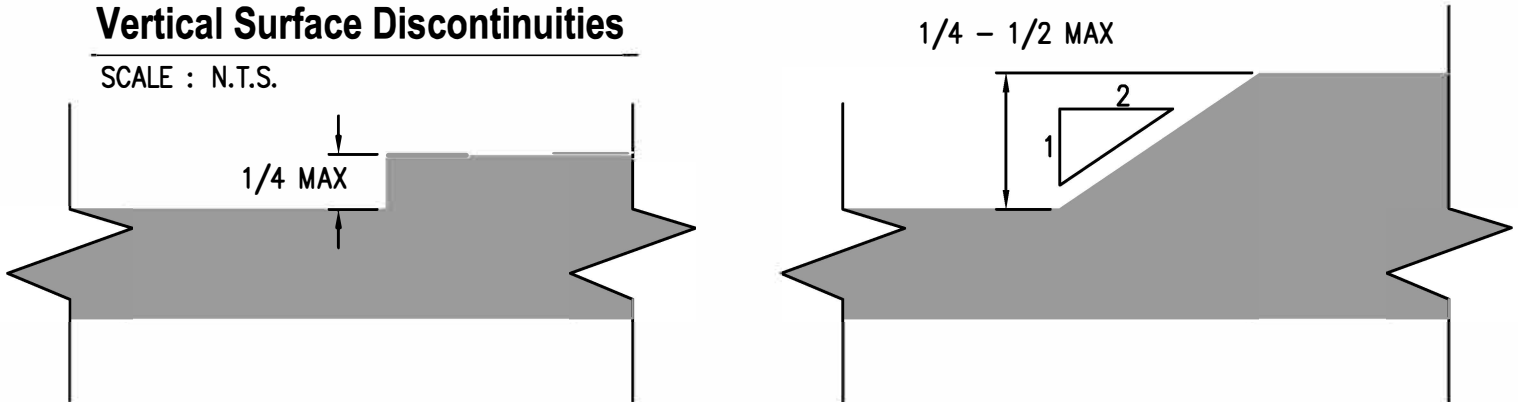


DRAFT

COMMENTS:

Vertical Surface Discontinuities

SCALE : N.T.S.

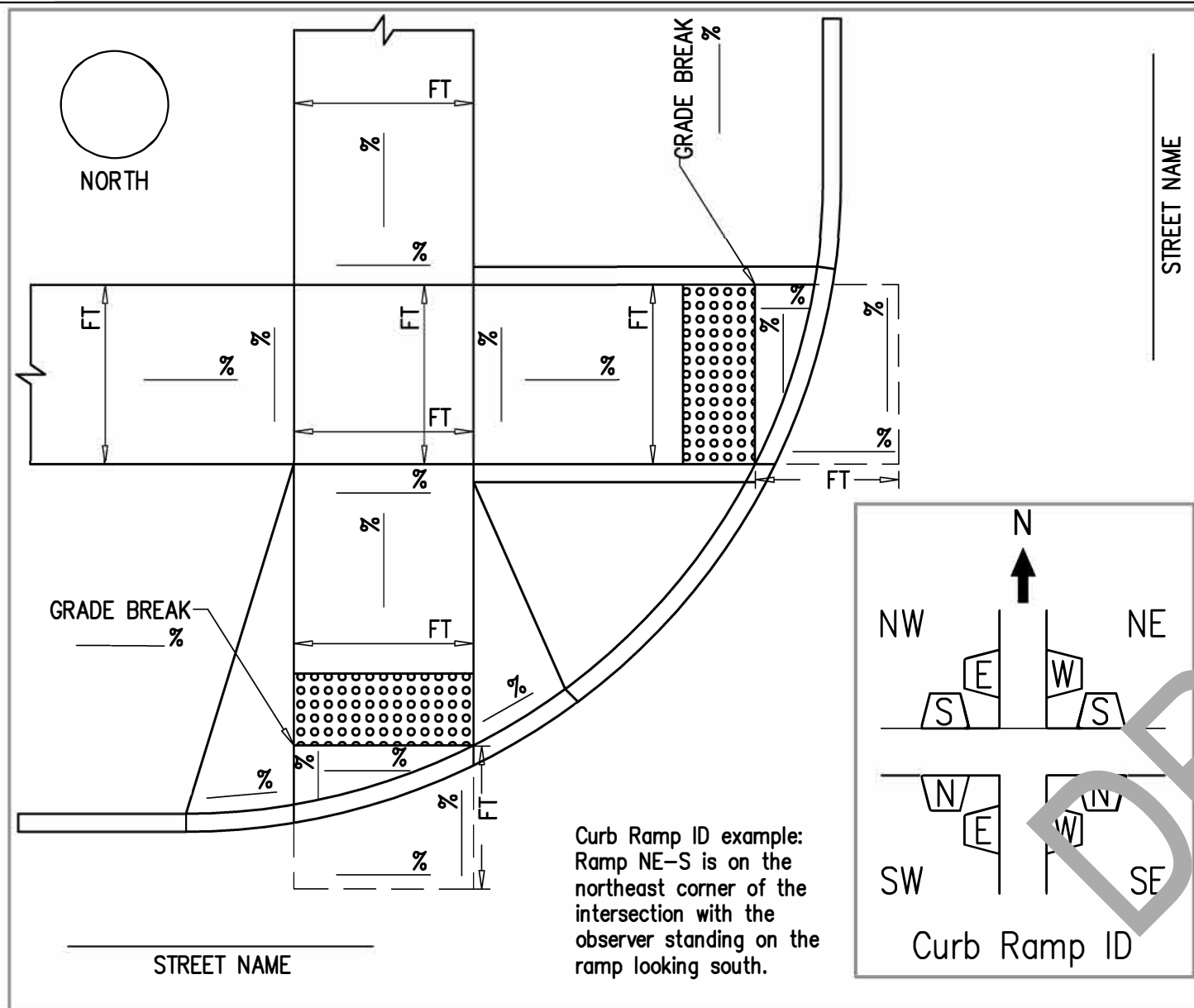


Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.



ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

Pre-Pour Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

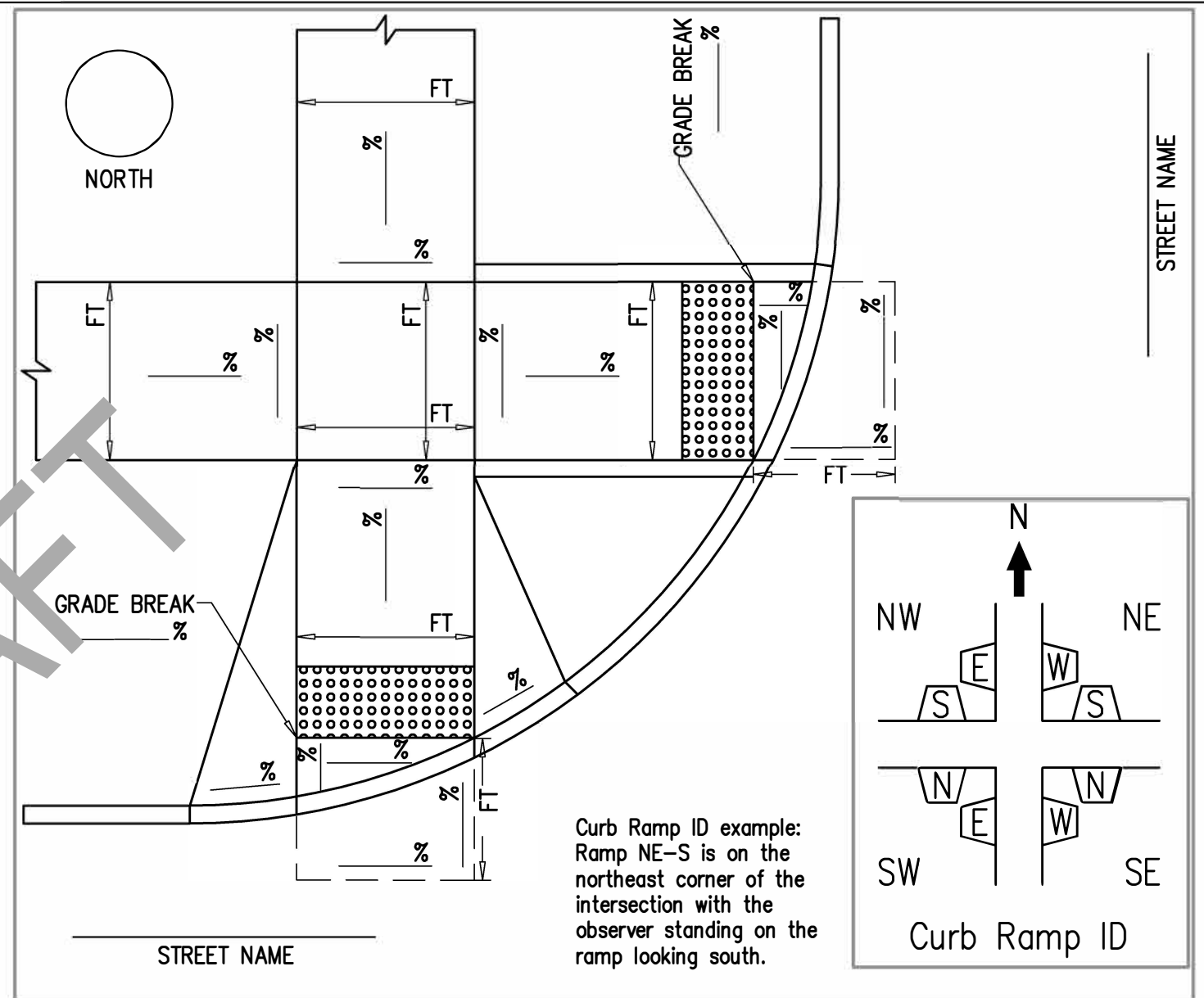
NMDOT PROJECT #:
NMDOT DISTRICT #:
CURB RAMP MP#:
STA: OFFSET:
CORNER:
CITY/STATE:
DATE:

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



ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

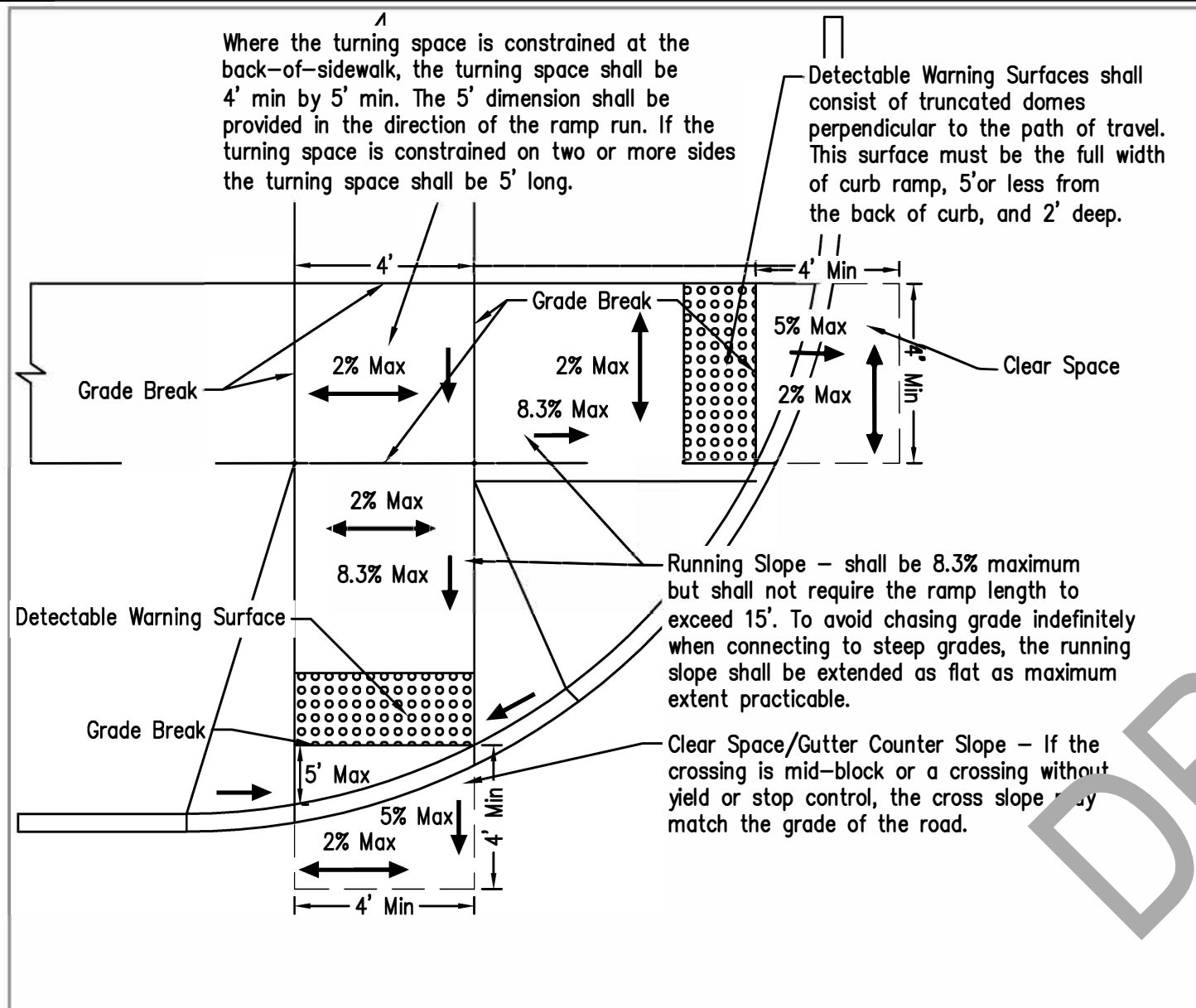
LEVEL CALIBRATION

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CONTRACTOR INITIAL _____ DATE _____

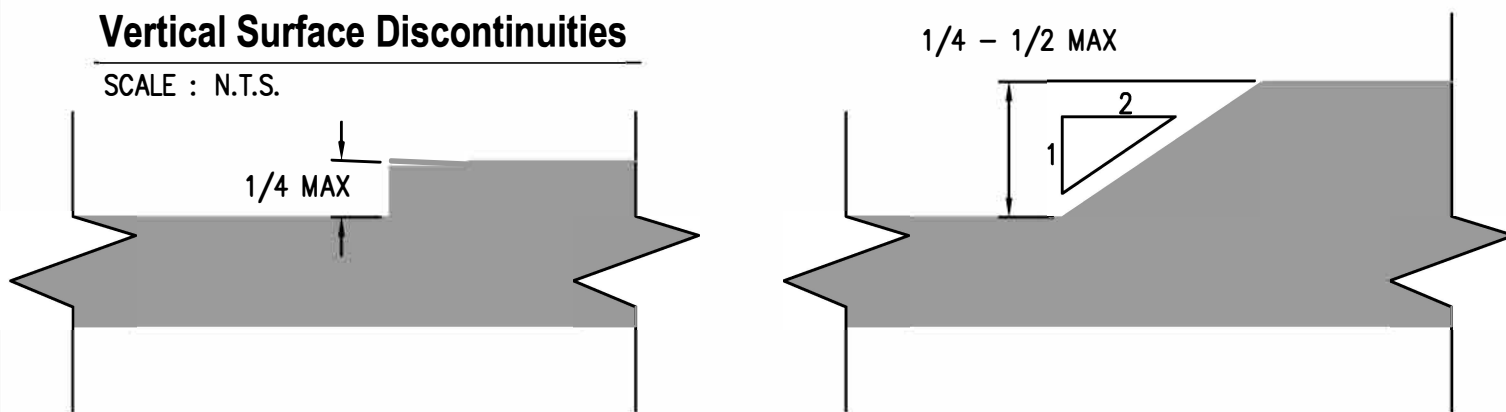
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NMDOT DISTRICT #:
CURB RAMP MP#:
STA: OFFSET:
CORNER:
CITY/STATE:
DATE:

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



Vertical Surface Discontinuities

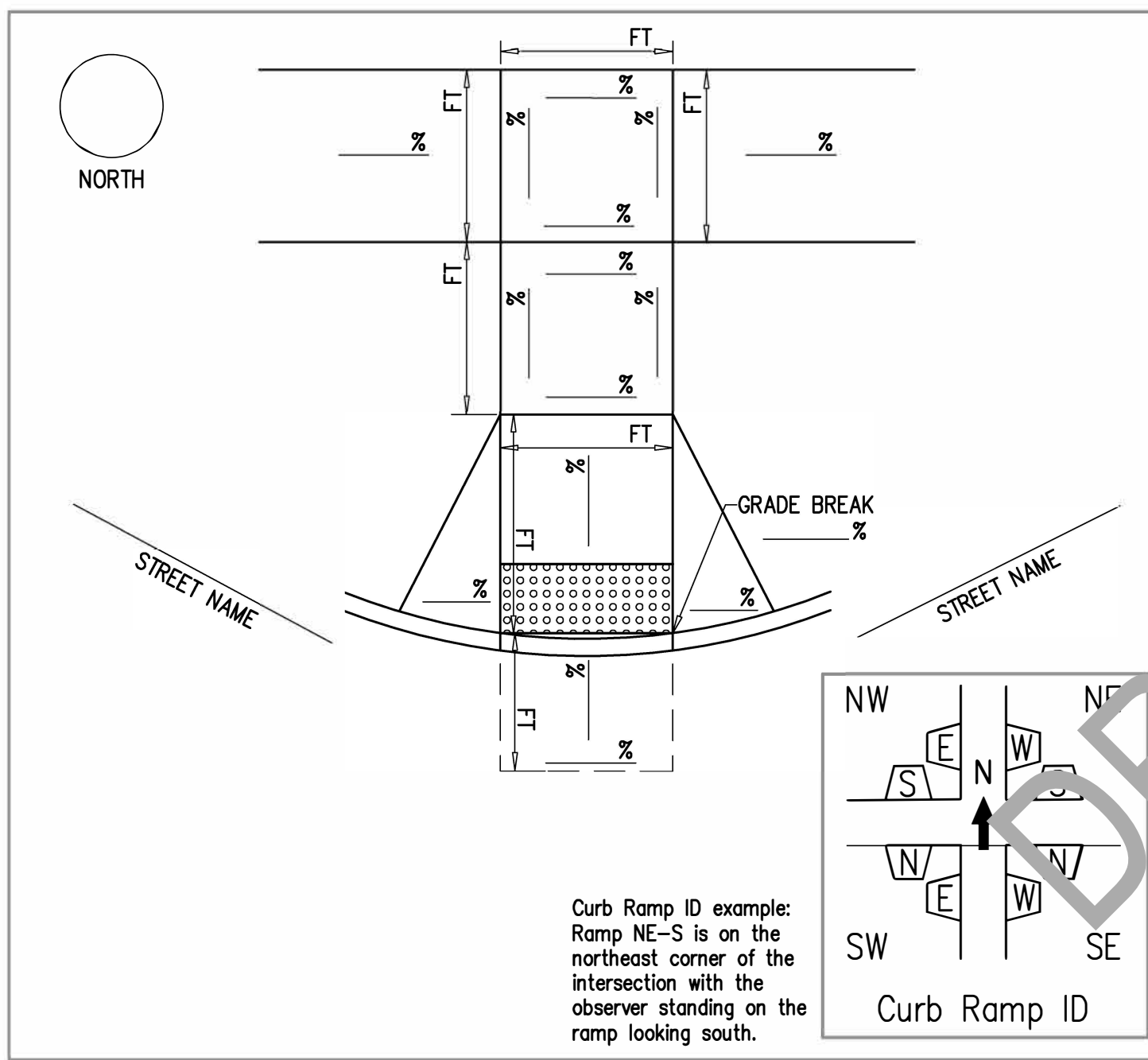
SCALE : N.T.S.



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

COMMENTS:

DRAFT

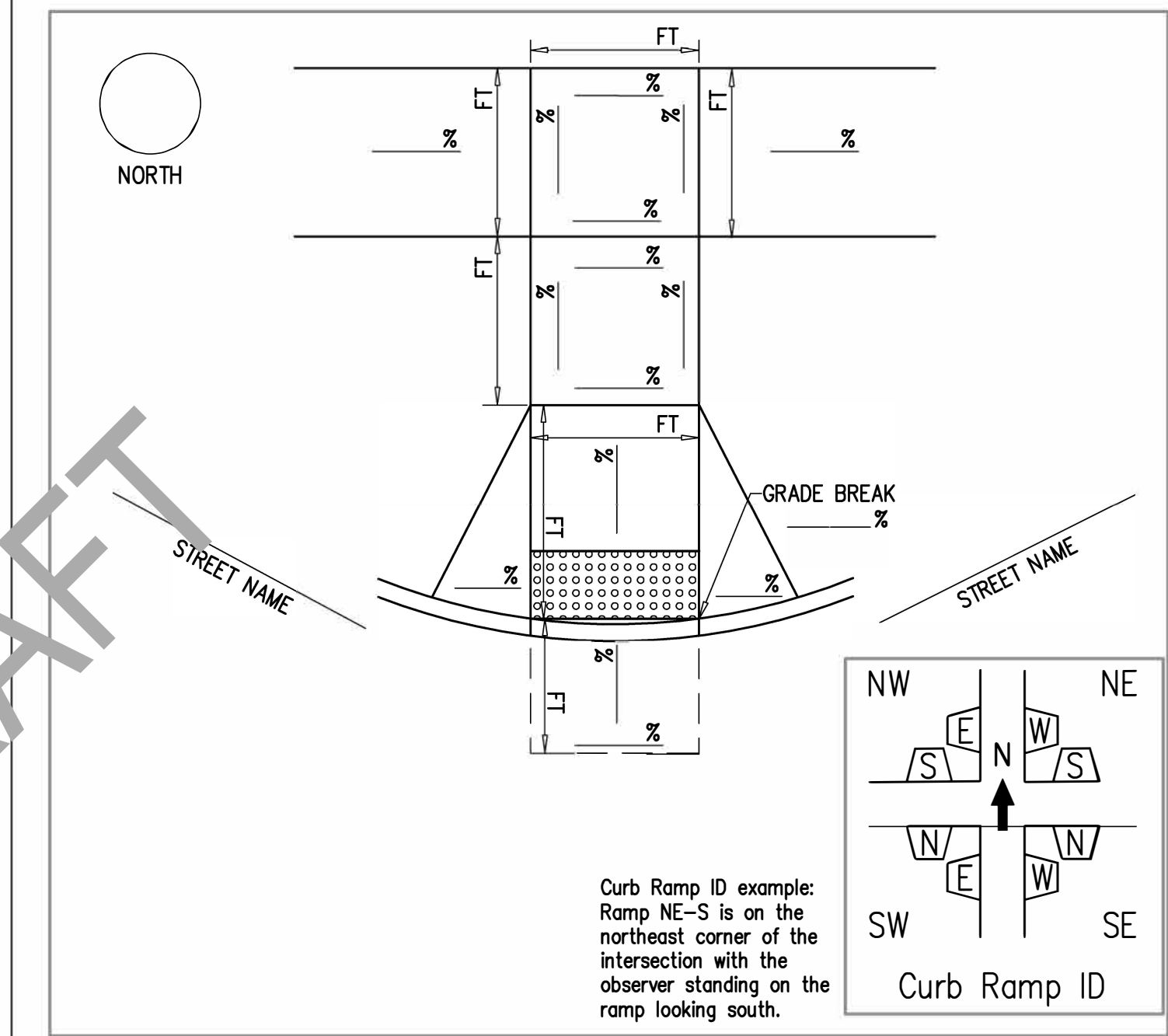


INSPECTOR SIGNATURE: _____
 PRINT NAME: _____
 CONTRACTOR: _____
 CONTRACTOR SIGNATURE: _____

 LEVEL CALIBRATION
 NMDOT INSPECTOR INITIAL _____ DATE _____
 CONTRACTOR INITIAL _____ DATE _____

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

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

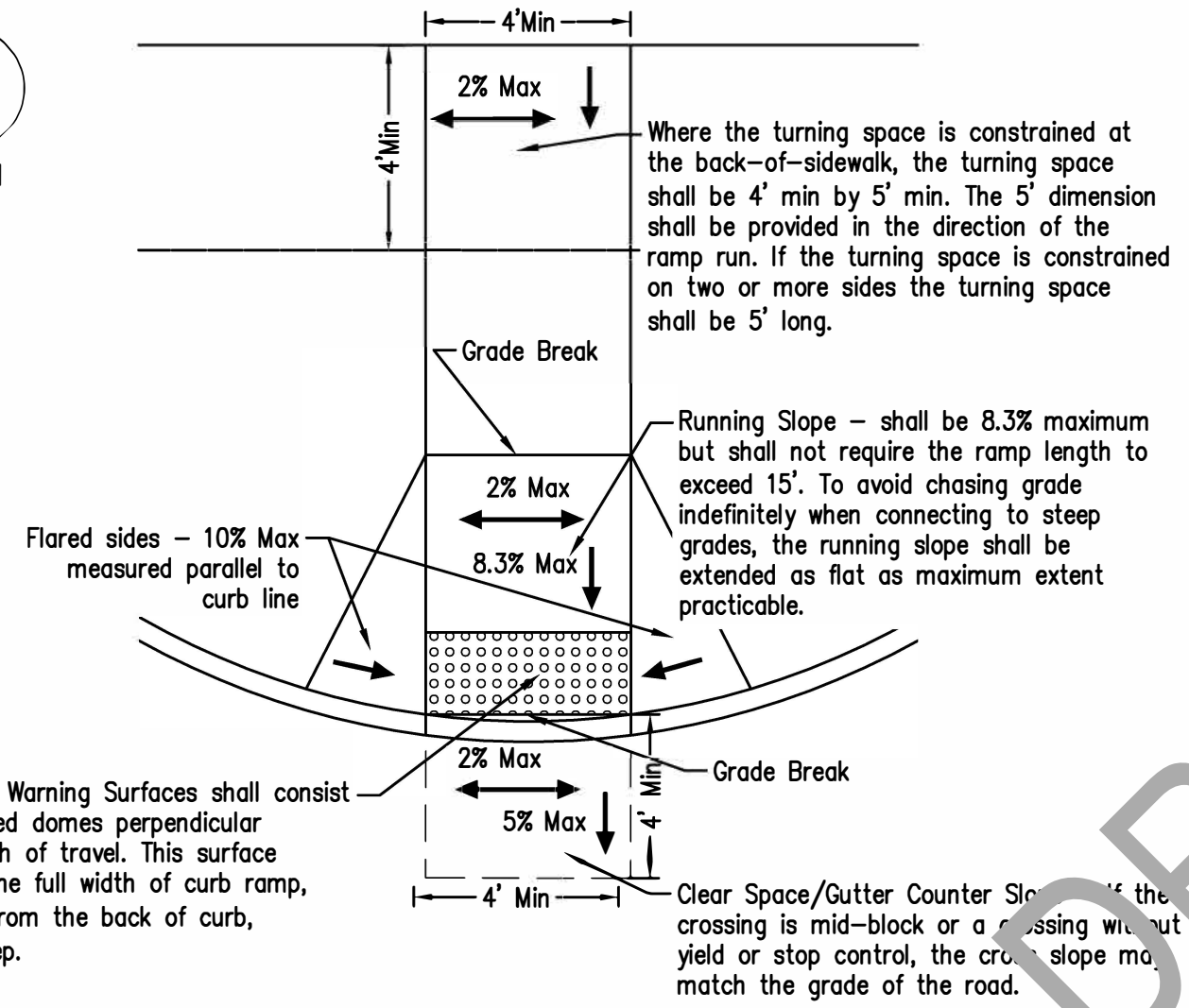
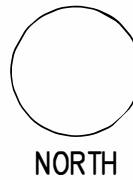


INSPECTOR SIGNATURE: _____
 PRINT NAME: _____
 CONTRACTOR: _____
 CONTRACTOR SIGNATURE: _____

 LEVEL CALIBRATION
 NMDOT INSPECTOR INITIAL _____ DATE _____
 CONTRACTOR INITIAL _____ DATE _____

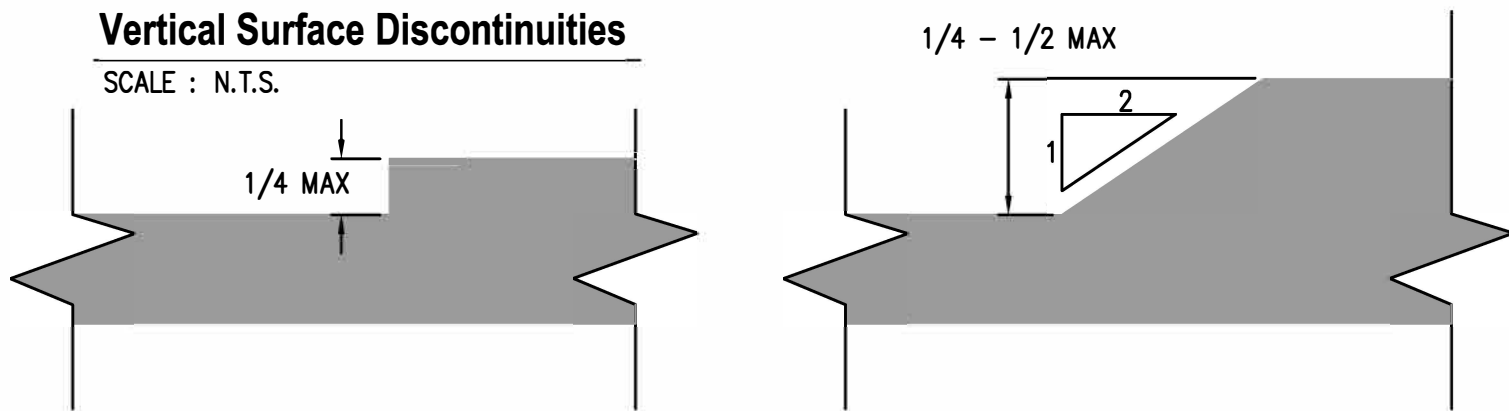
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 NMDOT DISTRICT #:
 CURB RAMP MP#:
 STA: _____ OFFSET: _____
 CORNER:
 CITY/STATE:
 DATE:

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



Vertical Surface Discontinuities

SCALE : N.T.S.



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

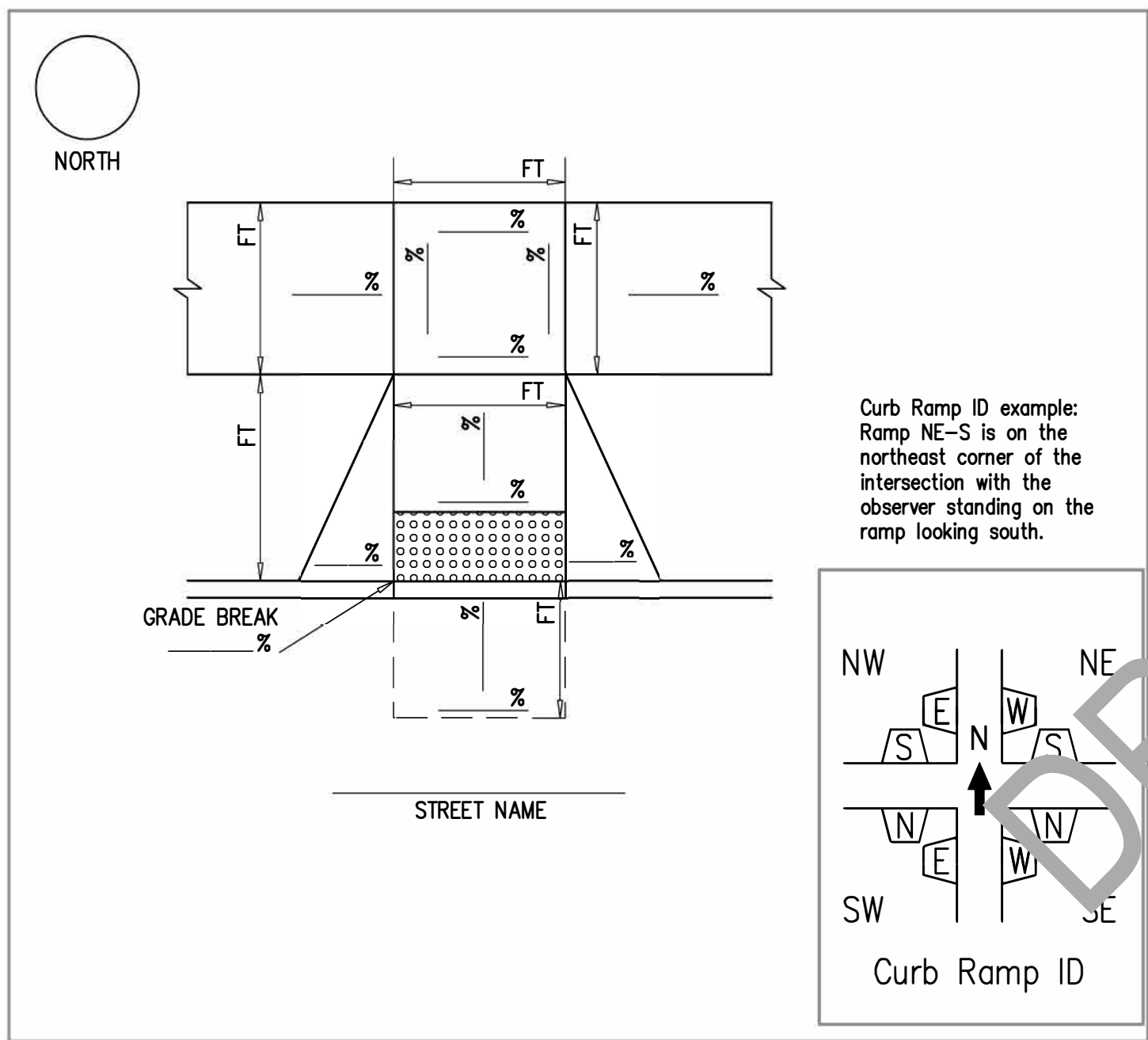
COMMENTS:

DRAFT



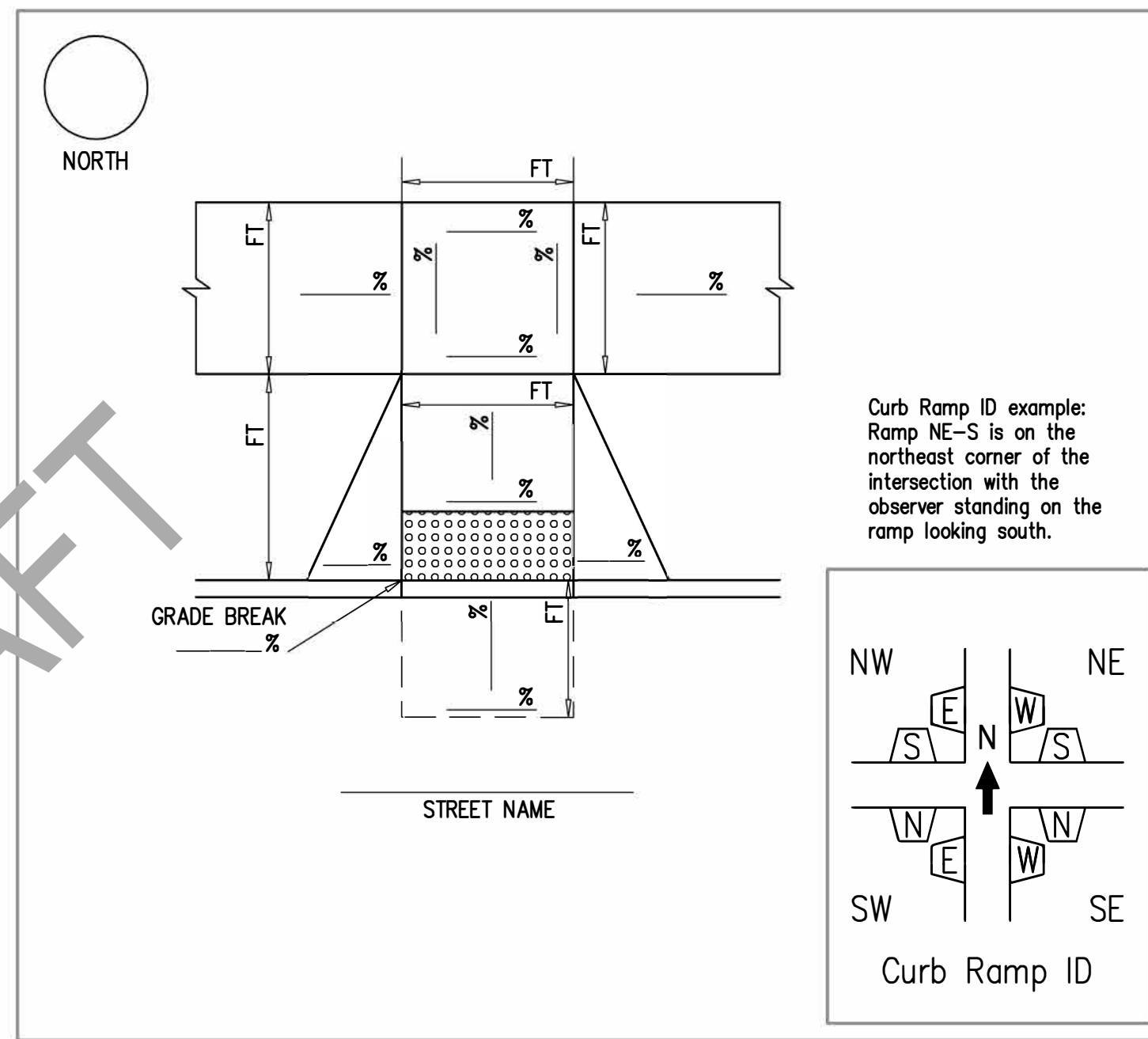
ADA Curb Ramp Documentation
Type: Perpendicular

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Perpendicular

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #:

NMDOT DISTRICT #:

CURB RAMP MP#:

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CORNER:

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DATE:

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #:

NMDOT DISTRICT #:

CURB RAMP MP#:

STA: OFFSET:

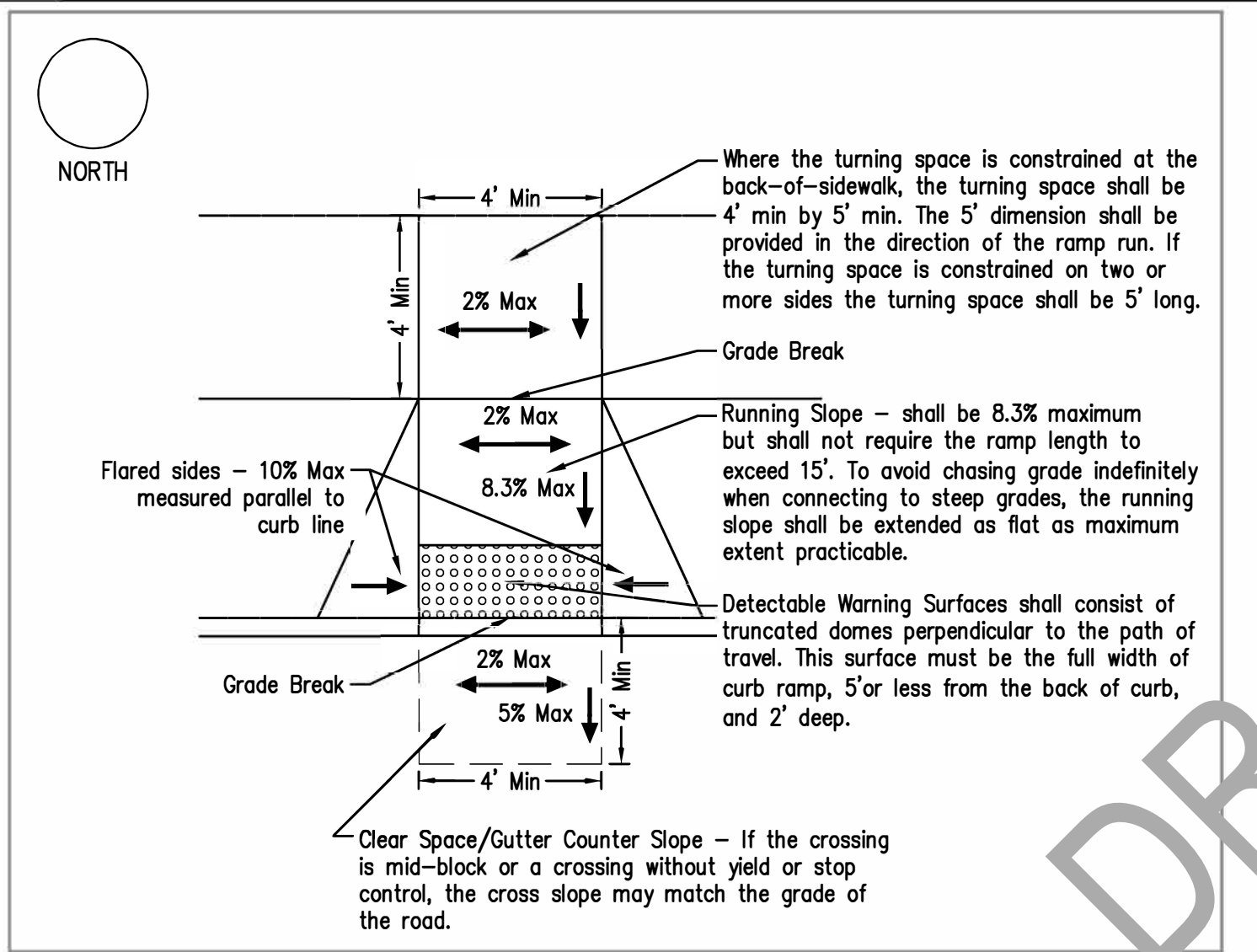
CORNER:

CITY/STATE:

DATE:

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

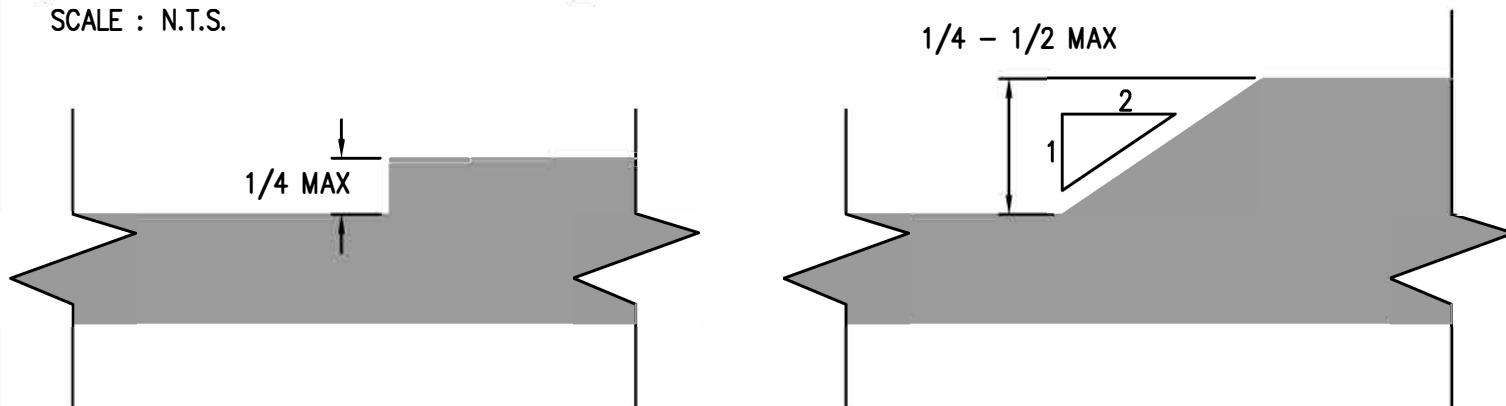
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT



COMMENTS:

Vertical Surface Discontinuities

SCALE : N.T.S.



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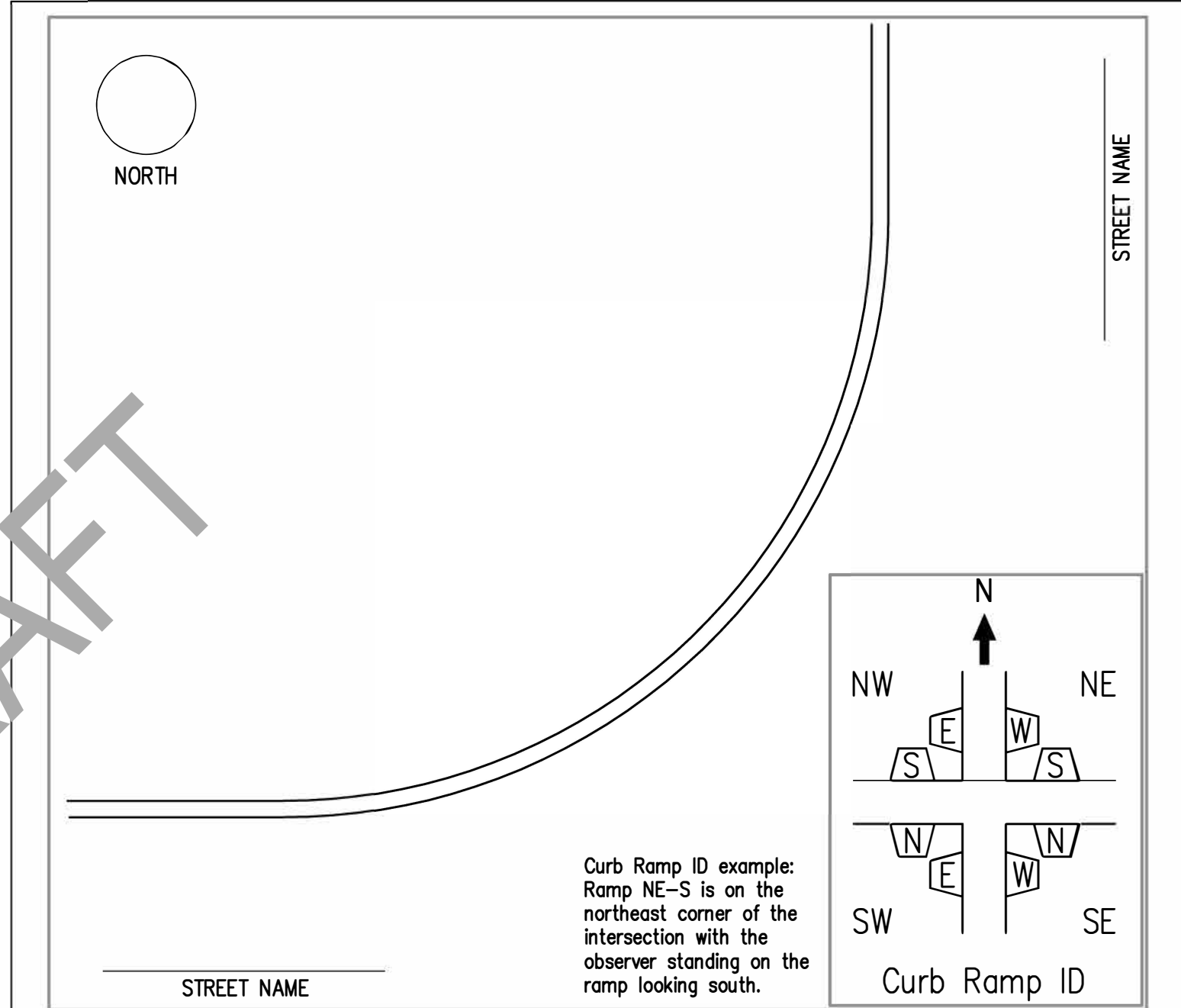
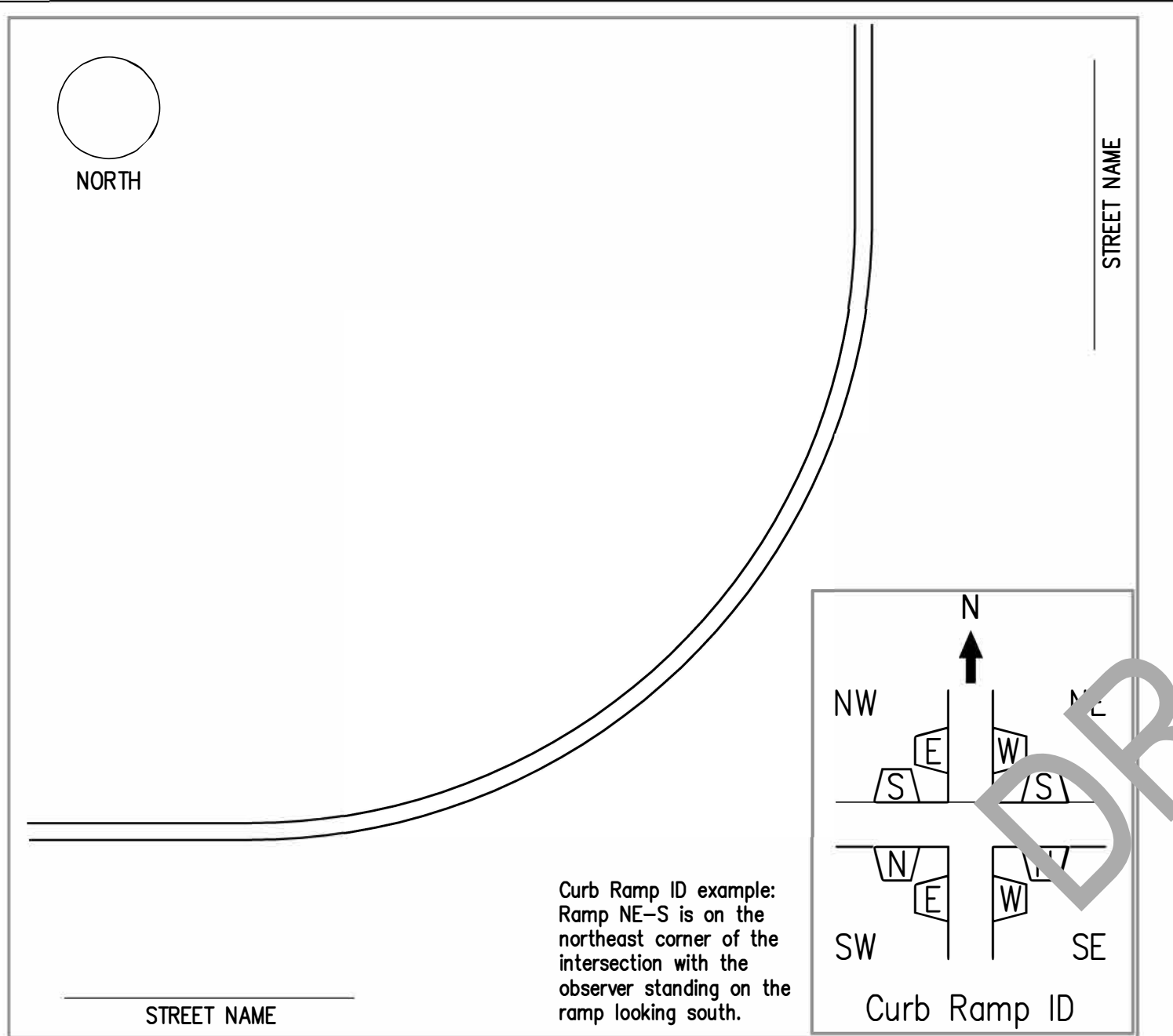
ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

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

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

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

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

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



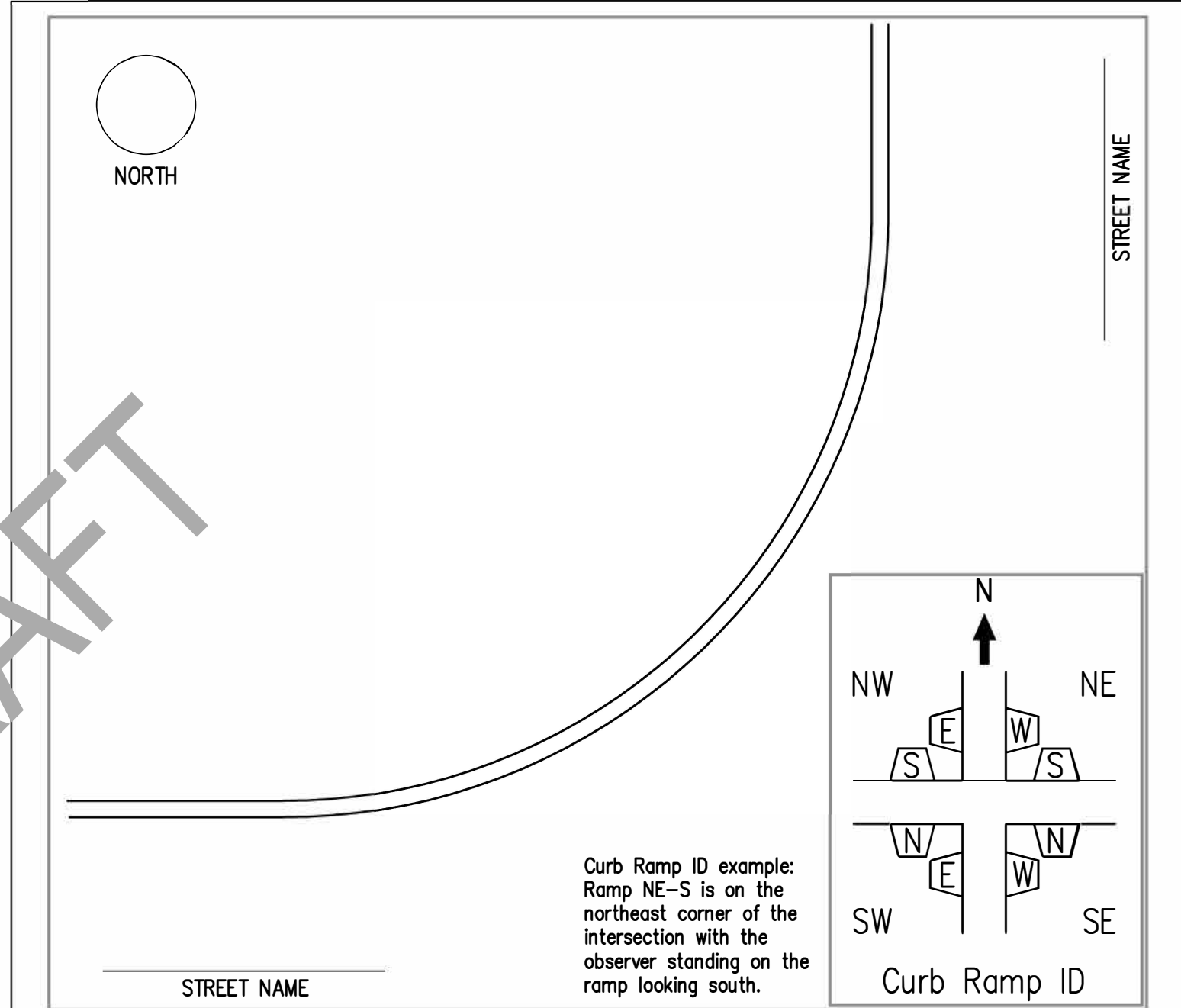
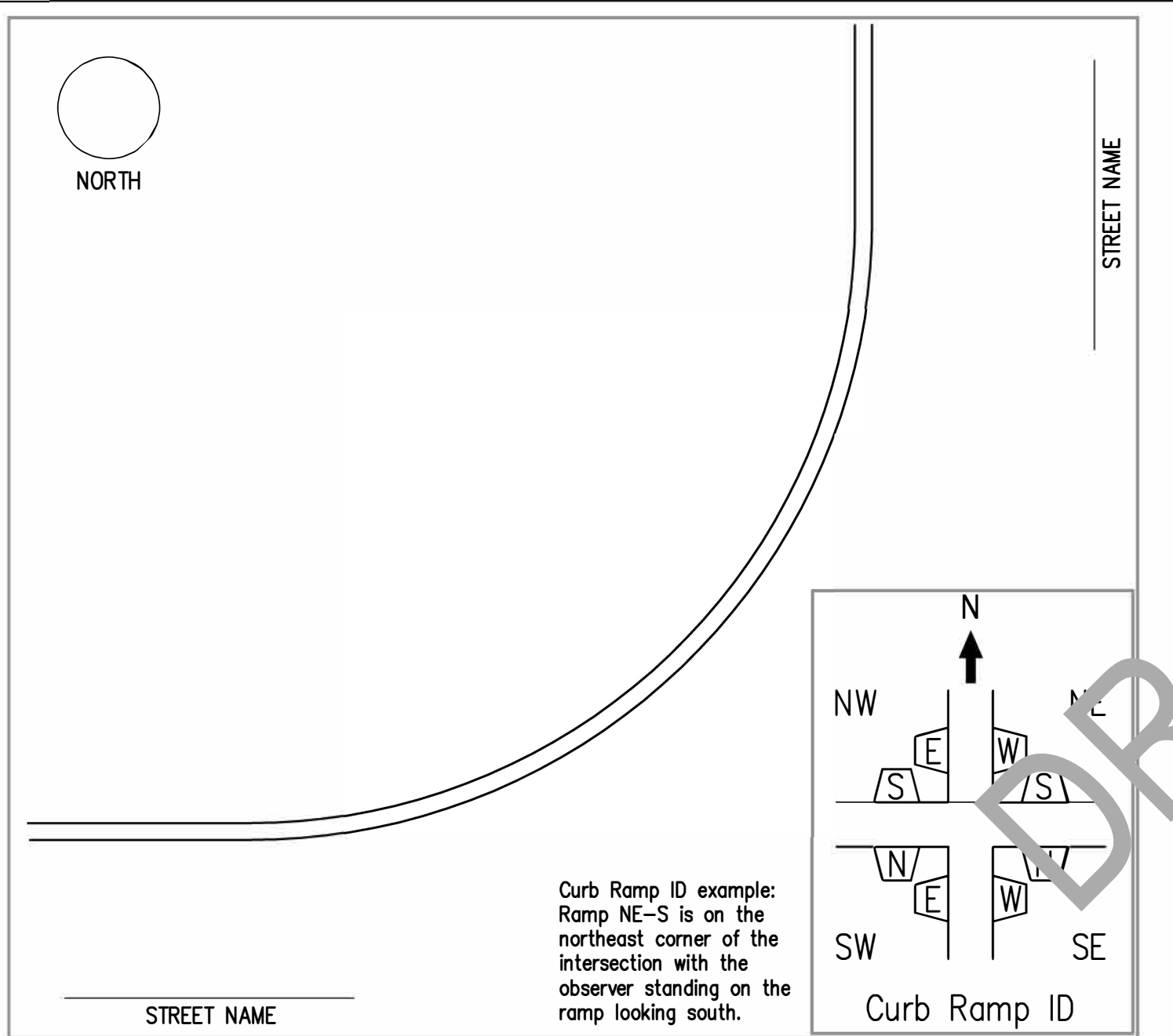
ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Pre-Pour Inspection



ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

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

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

INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

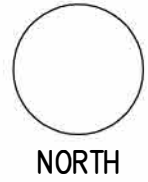
CONTRACTOR INITIAL _____ DATE _____

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

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

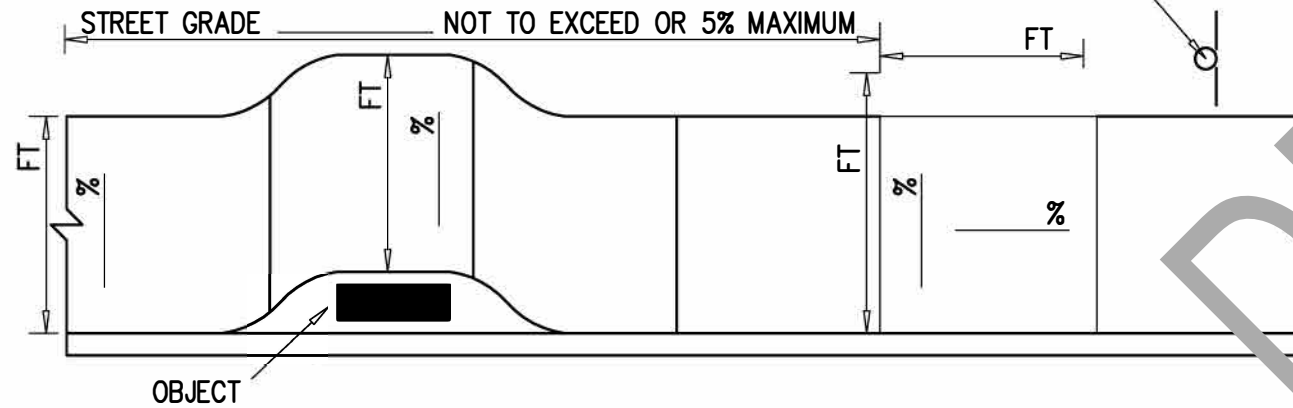


ADA Pedestrian Access Route (PAR) Documentation
Type: Typical PAR



NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'

Post/pylon Mounted Objects
Type of Sign _____
Height to Base _____
Protrusion in Walk _____
Base Dimensions _____



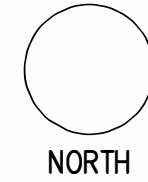
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PRINT NAME: _____
CONTRACTOR: _____
CONTRACTOR SIGNATURE: _____
LEVEL CALIBRATION
NMDOT INSPECTOR INITIAL _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____

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

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

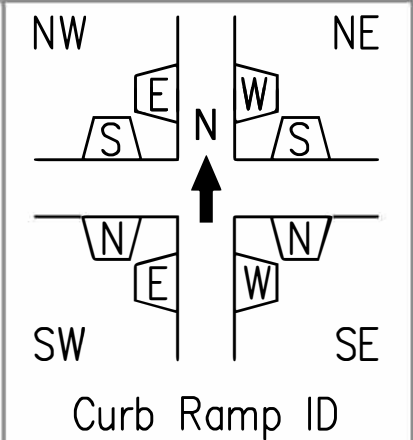


ADA Pedestrian Access Route (PAR) Documentation
Type: Typical PAR Constructed Inspection

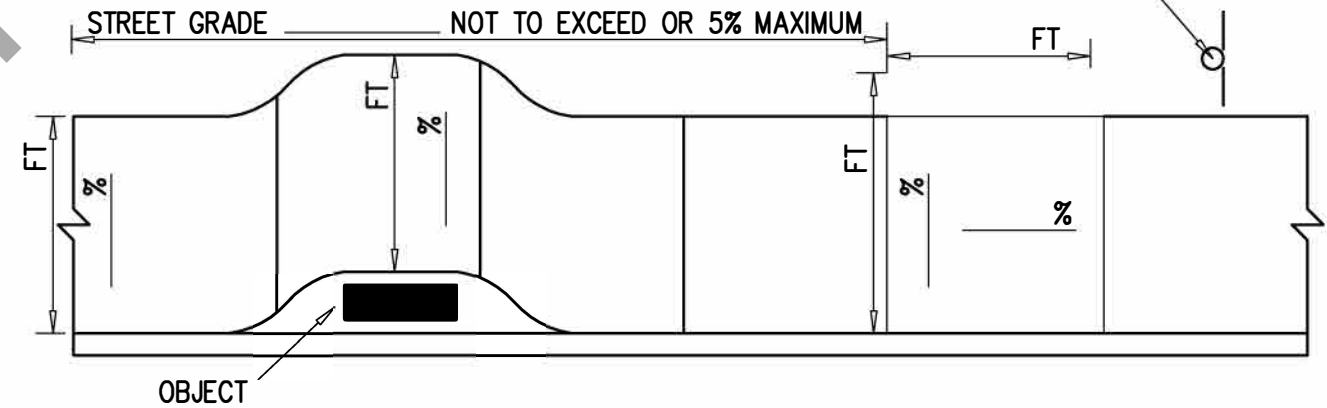


NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'

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



Post/pylon Mounted Objects
Type of Sign _____
Height to Base _____
Protrusion in Walk _____
Base Dimensions _____



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

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

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

ROW
November 18, 2021

Notice to Contractors

Water

CN S100460 & LP50008 - 23/42/B

This Project is located in Santa Fe in District 5 and is situated in the Santa Fe Plateau. The Contractor is required to abide by the water laws of the State and the rules and regulations of the Office of the State Engineer when appropriating water.

The Project will require 510,000 gallons of water, therefore, a two acre-foot permit should supply ample water for the Contractor's needs. The Contractor shall locate a source of water and/or a well near the Project and contact Enjoli Castillo at 505-467-9316 with the legal description by the Section, Township, and Range, down to a forty (40) acre subdivision, unless otherwise prescribed by the State Engineer. If more water is required, please contact Enjoli Castillo and necessary arrangements will be made with the appropriate Office of the State Engineer.

All water used from a State Engineer permitted water source on this Project must be metered by and accurate totalizing meter furnished and install by the contractor under the supervision of the Project Manager. The Project Manager will be responsible for reporting each month the amount of water used by the Contractor to the Office of the State Engineer in accordance with the special provision of the water permit.

The water reports will be numbered. The first report will indicate that it is the "Initial Report". The last report will indicate that it is the "Final Report". The water report will include the control number and Project number, name of the contractor and the State Engineer's water permit number. An informational copy of the water report will be forwarded by mail the New Mexico Department of Transportation ("NMDOT"), Right of Way Bureau, P.O. Box 1149, Attn Enjoli Castillo, Santa Fe, New Mexico 87504-1149, or by email at enjoli.castillo2@state.nm.us and the water vendor, if applicable.

Surface water of any kind may not be used anywhere within the State without first making application to and obtaining a permit from the office of the State Engineer.

The NMDOT and its Project Manager will act as coordinators with the Office of the State Engineer and/or private water vendors relative to all water matters on this Project, if called upon.

The NMDOT assumes no responsibility or provides no assurance to its Contractors that water and/or water rights will be available on any particular Project, either prior to or after the letting. The contractor shall hold the NMDOT and private water vendors harmless from any and all Claims or causes of action that may arise as a result of the use and services provided the Contractor relative to water on this Project.

NOTICE TO CONTRACTORS

Cooperation with Utilities

CN S100460 & LP5008 - 23/42/B

For construction purposes this Notice to Contractors (“NTC”) does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation (“NMDOT”) Standard Specifications for Highway and Bridge Construction, (“Standard Specifications”) Section 105.6, “Cooperation with Utilities”. This Project’s Work affects utilities. The NMDOT may or may not own the utilities that are within the Project limits. Therefore the Contractor shall coordinate with both the NMDOT and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the Project and may result in Non-Conformances. This coordination and associated Work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

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

NMDOT Owned Facility Infrastructure

If a Contractor’s or Subcontractor’s activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the NMDOT, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

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

Non-NMDOT Owned Utility Infrastructure

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

Utility Relocation

Utilities detailed below, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the Work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs.

All timeframes listed below are reflected in Days. Per Standard Specification Section 108.3 "Schedule" the Contractor shall include the timeframes listed below as an activity in the CPM Baseline Schedule or Bar Graph Baseline Schedule, as called for in the Contract, and all schedule updates so that the NMDOT can readily identify the Work and measure the progress of the same.

Contractor shall perform the following relocations and adjustments:

UTILITY OWNER: City of Santa Fe – Water

Water Division

Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

Work Location

Under existing bridge and surface adjustments

WATER

STA 4+52.25 to STA 5 +00 - Remove existing water line and hangers, install new 8" water line and hangers
Entire Project Limits - Adjust existing water valves and water meters to finished grade

The Guadalupe Bridge Preservation Project will impact the COSF water system as the project includes the replacement of a damaged waterline. The City Water Division requires the following to be observed during the project.

1. The Water Division must be notified when water line work is to be done so that Water Division inspectors can monitor the work.
2. The Water Division is to be called out to perform any changes to valve positions.
3. Any service disruptions must be coordinated with the Water Division.
4. New water lines are to be tested with the Water Division inspectors present.

The City Water Division is a willing partner in coordinating the project task that impact City Water and will work with the contractors and project managers to ensure prompt and complete project completion.

For the rest of the project limits, there are existing water lines and valves within the project limits. There are no plans to replace any of the existing water lines as part of this project however there is an impact being that existing water valves and water meters will be adjusted to finished grade as part of this project. Line Items # 61 & 62 have been established for the valve boxes and water meters adjustments to final grade.

Contractor shall perform the following adjustments:

UTILITY OWNER: City of Santa Fe – Sanitary Sewer

Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

Work Location
Surface adjustment

SANITARY SEWER
Entire Project Limits – Adjust existing manhole rim to final grade

There are existing sewer lines and manholes within the project limits. It has been confirmed with the COSF Wastewater Management Division that there are no utility conflicts with this project and there are no plans to excavate any existing lines or manholes. Furthermore, it has been confirmed that the COSF will not be doing SAS replacement of any type for the duration of this project except when required to do so as a response to an emergency however there is an impact being that the existing manhole rims will be adjusted to finished grade as part of this project. The manhole rims will be adjusted to finished grade as part of this project and new frames and covers and concrete collars are also anticipated. Line Items # 57 have been established for the manhole adjustments to final grade.

CenturyLink will perform the following relocations during construction:

UTILITY OWNER: CenturyLink

Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

Work Location

Surface adjustment

Fiber Optic and Phone Lines

STA 23+50 Remove pedestal, convert to service drops, prior to construction

STA 11+00 Adjust manhole lid to new grade, concurrent with construction

STA 18+65 Adjust manhole lid to new grade, concurrent with construction

No impact on CenturyLink facilities are expected in the Guadalupe Bridge Preservation portion of the project. CenturyLink has facilities within the rest of the project limits and anticipates their utility to be impacted. Above are the anticipated utility conflicts that will need to be addressed prior and during construction. CenturyLink will research if any easements exist so that work is reimbursed.

No Impact – no work anticipated

UTILITY OWNER: Comcast

Comcast – Cable

Contact: David Aikin

505.438.1930, David.Aikin@comcast.com

Cable

Comcast has three facility crossings within the project limits; however lines will not be impacted by proposed work.

No Impact – no work anticipated

UTILITY OWNER: NM Gas Company

NM Gas Company – Gas

Contact: Frank Aragon

505.470.0668, Frank.Aragon@nmgco.com

Gas

There appears to be no gas distribution facilities within the Guadalupe Street Bridge Preservation project limits. NM Gas has gas pipelines within the remainder of the project limits however no conflicts are anticipated at this time as gas pipelines should be at sufficient depth to not interfere with construction. It is possible for conflicts to arise from drainage accommodations and foundation requirements for new signing and signalized intersection improvements. If there are conflicts at construction due to construction of foundations for the traffic signals, permanent signage and street lighting NM Gas is prepared to work concurrently to address the conflicts.

Impact – if adjustments needed Contractor shall coordinate with PNM, work to be completed by PNM during construction

UTILITY OWNER: PNM Distribution System

PNM –Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

Work Location
Surface adjustment

Electric Distribution Lines

Sheet 2-14 – PNM transmission poles have been identified and caution is to be used working in the area of the poles. STA 9+00 through STA 13+00, not in conflict.

Sheet 2-15 – PNM transmission poles have been identified and caution is to be used working in the areas of the poles. A PNM transmission poles have been identified and caution is to be used working in the area of the poles. A PNM transformer has been identified and caution is to be used working in the area of the transformer. STA 13+00 through STA 17+00, not in conflict.

Sheet 2-16 – Equipment on the southwest corner of the intersection of N Guadalupe St. and San Francisco St. does not belong to PNM. The pole is a customer owned meter pole and the box labeled transformer is a traffic light controller. PNM transmission poles have been identified and caution is to be used working in the area of the poles. STA 17+00 through STA 18+00, not in conflict.

Sheet 2-16 – PNM distribution poles, transmission poles and underground equipment on the east side of Guadalupe St. north of the intersection, have been identified. A conflict with PNM underground equipment may be present. Please contact PNM to have adjustment made to the underground equipment. STA 18+00 through STA 21+00, possible adjustment.

Sheet 2-16 – PNM distribution and transmission poles have been identified and caution is to be used working in the area of the poles. STA 21+00 through STA 25+00, not in conflict.

Sheet 2-17 – Pole identified near STA 26+00 has multiple transmission down guys. Please contact PNM transmission for verification of conflict.

Sheet 2-17 – Remaining PNM poles have been identified. STA 26+00 through STA 29+00, not in conflict.

Sheet 2-17 – A pole located on the NW corner of the intersection of Park Ave. and Guadalupe St. may be in conflict. Pole is located at STA 29+00, possible conflict.

Sheet 2-17 – A pole located on the SW corner of the intersection of Jose St. and Guadalupe has a down guy that maybe in conflict with the project. Pole is located near STA 31+00, possible conflict.

Sheet 2-18 – PNM distribution poles have been identified. STA 33+00 through STA 37+00, no conflict.

Sheet 2-19 – PNM distribution poles and underground equipment have been identified. STA 37+00 through STA 41+00, not in conflict.

Sheet 2-20 – No PNM conflicts.

Impact – if adjustments needed Contractor shall coordinate with PNM, work to be completed by PNM during construction

UTILITY OWNER: PNM Transmission System

PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

Work Location
Surface adjustment

Electric Transmission Lines

Conflicts with Demolition:

- Sheet 2-14 – PNM transmission structure MS36 and associated direct embed foundation has been identified and does not appear to be in conflict with demolition plan nearby.
- Sheet 2-14 – PNM transmission structure MS37 and associated direct embed foundation has been identified and may interfere with demolition of nearby sidewalk.
- Sheet 2-15 – PNM transmission structure MS38 and associated direct embed foundation has been identified and may interfere with demolition of nearby sidewalk.
- Sheet 2-16 – PNM transmission structure MS39 and associated direct embed foundation has been identified and does not appear to be in conflict with demolition plan nearby.
- Sheet 2-16 – PNM transmission structure MS40 and associated direct embed foundation has been identified and may interfere with demolition of nearby sidewalk.
- Sheet 2-16 – PNM transmission structure MS41, MS42 and associated direct embed foundation has been identified and does not appear to be in conflict with demolition plan nearby.
- Sheet 2-17 – PNM transmission structure MS57 and associated span guys and pole with anchor-guys have been identified and does not appear to be in conflict with demolition plan nearby.

Conflicts with Construction:

- Sheet 3-2 – PNM transmission structure MS36 and associated direct embed foundation has been identified and does not appear to be in conflict with construction plan nearby.
- Sheet 3-2 – PNM transmission structure MS37 and associated direct embed foundation has been identified and may interfere with construction of nearby sidewalk.
- Sheet 3-3 – PNM transmission structure MS38 and associated direct embed foundation has been identified and may interfere with construction of nearby sidewalk.
- Sheet 3-4 – PNM transmission structure MS39, MS40 and associated direct embed foundations have been identified and may interfere with construction of nearby sidewalk.
- Sheet 3-5 – PNM transmission structure MS41, MS42 and associated direct embed foundations have been identified and may interfere with construction of sidewalk nearby.
- Sheet 3-6 – PNM transmission structure MS57 and associated direct embed foundation have been identified and may interfere with construction of sidewalk nearby.

Cooperation with Utilities
CN S100460 & CN LP5008 - 23/26/B
Page 7 of 7

Sheet 3-6 – PNM transmission span guy pole and associated anchor-guys have been identified and may interfere with construction of sidewalks and drivepads nearby.



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

June 29, 2022

Ms. Cindy Vigue, P.E.
Division Administrator
FHWA - New Mexico Division
4001 Office Court Drive, Suite 801
Santa Fe, New Mexico 87507

Through: Sharon Cruz, T/LPA North Region Coordinator

RE: CN S100460 & CN LP50008

Guadalupe Street Reconstruction – MP 0.51 to MP 1.19

Guadalupe Street Bridge Deck Rehabilitation

From South of Agua Fria Street to North of Paseo De Peralta

**Roadway Reconstruction, Existing Bridge Preservation Work, Earthwork,
Erosion Control, Signalization, Lighting, Signing, Striping, Traffic Control,
Drainage and Miscellaneous Construction as needed.**

Santa Fe County, New Mexico

District 5

UTILITY CERTIFICATION

Dear Ms. Vigue:

The following is a statement of the status of utility negotiations and relocations for the subject project in compliance with the requirements of the Federal-Aid Policy Guide:

All known and anticipated utility conflicts have been addressed by the local entity.

I certify that the foregoing statement regarding the status of utility relocations is true and correct.

Respectfully,

Richard Peña, P.E.
NMDOT
State Utility Engineer

Xc: Romella Glorioso-Moss, Senior Project Administrator, City of Santa Fe
Sharon Cruz, NMDOT - T/LPA North Region Coordinator
Utility Project Folder

**Michelle Lujan
Grisham**
Governor

Justin Reese
Acting Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

ROW
November 18, 2021

Notice to Contractors

Monthly Asphalt Binder Price Adjustment Procedures

CN S100460 & LP50008 - 23/42/B

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

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

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

Bid Items subject to adjustment are: 301-A – Full Depth Reclamation (FDR) Foamed Asphalt Stabilized Base, 301-B – Cold Central Plant Recycling (CCPR) Foamed Asphalt Stabilized Base, 403 - Open Graded Friction Course Complete, Warm Mix Open-Graded Friction Course Complete and Rubberized Open- Graded Friction Course Complete, 423 Hot Mix Asphalt (HMA) (Major Paving) and 424 Warm Mix Asphalt (WMA) (Major Paving).

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

Monthly Adjustment:

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

The variables applicable to the equations below are:

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

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

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

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

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

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

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

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

Chief Engineer
January 1, 2019

Notice to Contractors

Pavement Smoothness Measurement

CN S100460 & LP50008 - 23/42/B

In accordance with the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 401.1 - "Description", this Project will use the following Categories for Pavement Smoothness Measurement at the following stationing:

Category	Location	Station to Station
Category III	City of Santa Fe	STA - 9+16.66 to STA - 45+00



INDEX OF STANDARD NOTICE(s) to CONTRACTORS

Approved Products List
Buy America
Buy America Requirements
Davis Bacon Act (DBA) Conformance Requirements
Certified Weekly Payrolls - State Funded
Electronic Data Files
Environmental and Archaeological Approvals for Pit Areas
Federal Requirements
Gross Receipts Tax
New Mexico Employees Health Coverage
Office of Inspector General
Patents On Milling Equipment and Milling Operations
Professional Services
Quality Standards for Traffic Control Devices
Byrd Anti-Lobbying Amendment Compliance/Disclosure of Lobbying Activities Form
Lead Based Paint Abatement for Bridges Built Before 1986
2019 Standard Drawings for Highway and Bridge Construction Disclaimer
2019 Standard Drawings for Highway and Bridge Construction Updates (Effective March 2020 Letting)

NOTICE TO CONTRACTORS

Approved Products List

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

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

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

As used in this Notice to Contractors, “product” means any manufactured item, Material, traffic operational device or other feature used in the maintenance or construction of a NMDOT Project.

Approval to use a non-APL product may be granted by the Project Manager on a Project specific basis with written concurrence from the Product Evaluation Engineer. Project specific approvals are for said Project and does not constitute placement of said product on the NMDOT APL. When requesting to use a non-APL product on a Project, the Contractor shall submit a written request to include a reasonable justification as to why the manufacturer could not acquire product approval through the conventional NMDOT product evaluation process. For products currently not on the APL and prior to a project specific approval being granted, the Project Manager shall ensure that the Contractor and/or manufacturer has submitted an application to be evaluated consistent with the processes described in the above hyperlink.

If a non-APL product is used by the Contractor without written approval of the Project Manager, the Contractor shall remove any non-APL product. Removal and replacement will be made at the sole expense of the Contractor if a non-APL Product is used. Any disruption to the Project schedule related to the Contractor’s use of a non-APL Product is solely the Contractor’s responsibility and no additional Contract Time will be granted.

NOTICE TO CONTRACTORS

Buy America

The following clarifies the 2019 Edition of the New Mexico Department of Transportation's (NMDOT) Standard Specifications for Highway and Bridge Construction Section 106.12 - "Buy America Requirements" which requires the Contractor to provide Materials that comply with the Buy America requirements in 23 CFR § 635.410.

Previous interpretations of the Buy America requirements allowed exclusions for certain steel and iron manufactured products that contained less than 90% steel or iron components. Previous interpretations also allowed exclusions for miscellaneous steel and iron components, subcomponents, and hardware. These exclusions no longer apply.

Since these exclusions no longer apply, the Contractor shall provide certification proving that all steel or iron Materials were manufactured in the United States before performing Work that uses steel or iron Materials. Additionally, the Contractor shall provide certification that all coatings on the steel or iron Materials were applied in the United States. If these certifications are not provided, the NMDOT may take any remedies available under the Contract.

Other exclusions to the Buy America requirements remain in effect, including but not limited to, minimal use of foreign steel and iron Materials. The exclusion allows the Contractor to use foreign steel or iron Material that does not exceed one-tenth of one percent (0.1%) of the Total Bid Amount or that does not exceed \$2,500.00 whichever is greater. To comply with the minimal use exclusion, the Contractor shall provide to the NMDOT Project Manager invoices showing the cost of the foreign steel or iron Material that cannot be certified as delivered to the Project.

SPECIAL PROVISIONS

Clarifying

Section 106.12: Buy America Requirements

The following clarifies the 2019 Edition of the New Mexico Department of Transportation's (NMDOT) Standard Specifications for Highway and Bridge Construction Section 106.12 - "Buy America Requirements" which requires the Contractor to provide Materials that comply with the Buy America requirements in 23 CFR § 635, including Build America, Buy America Act or as may be amended by waiver or otherwise.

Contractor shall ensure through certification that all manufacturing processes for construction materials occur in the United States pursuant to the "Buy America" and "Build America, Buy America" Acts. If these certifications are not provided, NMDOT may take any remedies available under the Contract.

Buy America Requirements are expanded to apply to construction materials, including articles, materials, or supplies that are or consist primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass;
- Lumber;
- And drywall.

Construction materials exclude cement and cementitious materials; aggregates including stone, sand, or gravel; or aggregate binding agents or additives.

Treat items that consist of two or more construction materials that have been combined together through a manufacturing process, and items that include at least one construction material combined with a material that is not listed through the manufacturing process, as manufactured products. Buy America preference does not apply to manufactured products.

Buy America preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the project. Buy America preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project, but are not permanently affixed to the structure.

NOTICE TO CONTRACTORS

Davis Bacon Act (DBA) Conformance Requirements

Additional Classification and Rate Request:

As indicated in the Advertisement for this Contract, the higher wage rate shall govern in the event of a discrepancy between the minimum wage rates for the U.S. Department of Labor ("USDOL") and the Department of Workforce Solutions ("DWS"). **Additionally, the Contractor shall submit a completed conformance USDOL standard form 1444, attached, to the Project Manager ("PM") when the Contractor or Subcontractor, at any tier, intends to use a DBA classification NOT listed on the federal wage decision incorporated into this Contract.**

Submissions of the standard form 1444 shall be in accordance with the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 108.2 – "Notice to Proceed and Pre-Construction Conference" or a minimum of 10 Days prior to the planned use of the classification.

Upon submittal of the standard form 1444 the Contractor shall pay the DWS rate for the classification(s) listed on the standard form 1444 until notified by the PM of the USDOL decision.

If the USDOL decision is equal to or higher than the DWS rate being paid by the Contractor, the Contractor and PM shall utilize the newly established DBA classification in LCPtracker.

USDOL Classification Notes in LCPtracker:

When the DWS rate is higher than the USDOL rate, the Contractor and/or Subcontractor, at any tier, shall indicate in the LCPtracker "notes" section, for each employee, the corresponding USDOL classification. This shall be completed by the Contractor and/or Subcontractor, at any tier, when the employee's time is being entered.

During the course of a Day, when an employee switches between multiple USDOL classification(s) that are within the DWS trade classification group, the Contractor and/or Subcontractor, at any tier, shall provide an hourly breakdown of the time worked in each USDOL classification in the "notes" section of LCPtracker when the employee's time is being entered.

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Control Number: 9000-0089
Expiration Date: 10/31/2019

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
---	------------------------------------

3. CONTRACTOR	4. DATE OF REQUEST
----------------------	---------------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER:	DATED:				
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) (Use reverse or attach additional sheets, if necessary)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">b. WAGE RATE(S)</td> <td style="width:50%; text-align: center;">c. FRINGE BENEFITS PAYMENTS</td> </tr> <tr> <td style="height: 200px;"></td> <td style="height: 200px;"></td> </tr> </table>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS		
b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS				

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
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16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
--	--------------	---

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
 (Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
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NOTICE TO CONTRACTORS

Certified Weekly Payrolls - State Funded

The Public Works Minimum Wage Act NMSA 1978, Sections 13-4-10 to -17 (1963, as amended through 2009) and related rules mandate that Contractors and Subcontractors, at any tier, pay their employees not less than the applicable wage rates in the wage rate decision incorporated in the Contract. The same also requires the Contractors and Subcontractors pay their employees and weekly by certified payroll.

The Contractor's original New Mexico Department of Workforce Solutions (DWS) "Statement of Intent to Pay Prevailing Wages" is due to the New Mexico Department of Transportation (NMDOT) per NMDOT Standard Specifications for Highway and Bridge Construction Section 103.6 "Contractor Executed Contract". The Contractor shall ensure that its Subcontractors, at all tiers, complete the "Statement of Intent to Pay Prevailing Wages" form and submit to the Project Manager with the Permission to Subcontract Form A-1086.

The Public Works Minimum Wage Act applies only to certain classifications of employees. The employee classifications are incorporated in the Contract in the wage rate decision.

The Public Works Minimum Wage Act also requires that weekly certified payrolls be submitted biweekly to the NMDOT. In addition to the Public Works Minimum Wage Act, DWS requires that the weekly certified payrolls contain specific information per 11.1.2.9 (B) (7) NMAC. To meet the biweekly submission requirements of the weekly certified payrolls, the Contractor shall use Labor Compliance Program Tracker (LCPTracker) software instead of the forms posted on the DWS website.

Access to the LCPTracker is available at: <https://prod.lcptracker.net/>

The timing for the submission of the weekly certified payrolls is different for the first and then the subsequent submissions based on the payroll periods established by the Contractor or Subcontractor, at any tier. The payroll periods established shall be a maximum of seven (7) Days. This means that the employee must be paid weekly regardless of the number of days worked in that week.

The first payroll period is a maximum of seven (7) Days after the employee starts work. The first certified weekly payroll is due to the NMDOT five (5) Working Days after the close of the second weekly payroll period (a maximum of fourteen Days after the employee starts work plus (5) Working Days).

The second payroll period is a maximum of fourteen Days after the employee starts work. The weekly certified payroll is due to the NMDOT two weeks from the close of the second payroll period.

For all subsequent payroll periods, the weekly certified payroll is due to the NMDOT biweekly from the close of the payroll period.

In addition to submission of the certified weekly payrolls the Contractor and Subcontractor, at any tier, shall submit a statement of compliance with the weekly certified payrolls. The statement of compliance shall be in the form required by 11.1.2.9 (B) (9) NMAC and attached to the is Notice to Contractors.

Date: _____
I, _____ (Name of Signatory Party)
_____, (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by _____
(contractor or subcontractor) on the _____; that (building or work).

During the payroll period commencing on the _____ day of _____, 20____, and ending _____
the _____ day of _____, 20____, all persons employed on said project have been paid the full
weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____.

(Contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been
made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law.

That any payrolls under this contract required to be submitted for the above period are correct and complete; that the
wage rates for laborers or mechanics contained therein are not less than the applicable wage rates incorporated into
the contract; that the classification set forth therein for each laborer or mechanic conform with the work they performed.
That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship
program registered with a state apprenticeship agency recognized by the office of apprenticeship United States
Department of Labor, or properly enrolled in a bona fide training program approved for application on public works
construction projects by the appropriate state for federal agency (ies) if and as required by law and applicable federal
regulation.

I, _____, Being first duly sworn on oath under penalty of perjury, swear that the forgoing
information is true and correct.

Notary: Subscribed and sworn to before me at

_____ this _____ day of _____, 20____.

Notary Public

(SIGNATURE)

(DATE)

My commission expires: _____

NOTICE TO CONTRACTORS

Electronic Data Files

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

Providing electronic data files under this NTC does not alter the Bidder’s obligations found in the NMDOT’s 2019 Edition of the Standard Specifications for Highway and Bridge Construction (“Standard Specifications”), Section 102.7 - “Examination of Contract, Site of Work and Requests for Contract Interpretation”.

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

- A) Survey Data, in accordance with the Standard Specifications Section 801.1.2 - “Department- Supplied Documents and Services”:
 - 1) Existing Computer Aided Design Drafting (“CADD”) survey files; and,
 - 2) Existing Digital Terrain Model (“DTM”) files.

- B) Design Files, subject to the terms and conditions below:
 - 1) Centerline Alignment Files (“CAF”), including horizontal and vertical alignment files for all alignments referenced in the plans.

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

This NTC does not alter the definition of the Contract nor modify the order of importance of the documents as specified in the Standard Specifications, Section 105.4 - “Coordination of Contract Documents”.

The electronic data referenced in sub-sections “A” and “B” will be available to the requestor on discs and will be available at the Plans Specifications & Estimate Bureau, located at 1120 Cerrillos Road, Santa Fe, NM 87504, Room 223.

NOTICE TO CONTRACTORS

Environmental and Archaeological Approvals for Pit Areas

In addition to the requirements contained in the 2019 Edition of the New Mexico Department of Transportation (“NMDOT”) Standard Specifications for Highway and Bridge Construction Section 107.14.1 “Environmental and Cultural Resource Studies and Approvals” the Contractor shall coordinate pit activity with the NMDOT in order to facilitate government-to-government tribal consultation, excluding commercial pits with affected tribes. The listing of affected tribes can be obtained from the following link:

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

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

NOTICE TO CONTRACTORS

Federal Requirements

- I. TITLE VI
- II. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- III. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS
- IV. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND SUPPLEMENTS
- V. SUPPLEMENTAL EEO REQUIREMENTS
- VI. INDIAN PREFERENCE
- VII. NMDOT ON THE JOB TRAINING/SUPPORTIVE SERVICES ("OJT/SS") PROGRAM
- VIII. WAGE RATES
- IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS
- X. TITLE VI ASSURANCES APPENDIX A AND APPENDIX E

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

I. TITLE VI

The text United States Department of Transportation (USDOT) Order No. 1050.2A has been excerpted for this section with minimal modification by the NMDOT.

The Contractor (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the NMDOT, is subject to and will comply with the following:

Statutory/Regulatory Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964); 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including NMDOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

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

The NMDOT's Title VI Assurances, Appendices A and E are included in Section X at the end of this Notice to Contractors (“NTC”).

For further information, contact the Title VI coordinator for the NMDOT through the following link: <http://dot.state.nm.us/content/nmdot/en/OEOP.html>.

II. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”)

Per 49 C.F.R. § 26.13(b) (2014), the Contract NMDOT signs with the Contractor (and each Subcontract the Contractor signs with a Subcontractor) must include the following assurance:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) withholding of monthly progress payments;
- (2) assessing sanctions;
- (3) liquidated damages; and/or
- (4) disqualifying the contractor from future bidding as non-responsible.”

For the purposes of the assurance, DOT-assisted Contracts means Contracts that receive federal funding and recipient means the NMDOT.

Terms and Definitions

Terms and Definitions contained in 49 C.F.R. § 26.5 are incorporated in this NTC by reference. Terms and definitions in the same control over terms that conflict with the terms and definitions in the 2019 Edition of the NMDOT Standard Specifications for Highway and Bridge Construction (“Standard Specifications”) Section – 101.4 “Terms and Definitions”.

Pre-Award Procedures

Projects that have DBE goals established in the Advertisement are subject to race-conscious measures. When a DBE goal is established the following DBE form and NTC, or evidence of the Bidder's good faith efforts, are required in order for the Bid to be considered responsive:

1. Disadvantaged Business Enterprise Goal Form A-585 (“A-585”); and
2. NTC Disadvantaged Business Enterprise (DBE) Bidder’s Commitment and DBE’s Confirmation Form A-644 (“A-644”).

In the event the Bidder is also a certified DBE Contractor, and intends to self-perform a portion of the Work, the Bidder shall list itself and any other DBE it will use on Form A-585. Failure to comply with this requirement shall render the Bid non-responsive.

Pre-Award Bidder’s Good Faith Efforts

When a Project has an established DBE goal, a Bidder may meet the requirements even if it doesn’t meet the goal through documenting adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The documentation of good faith efforts shall include, but is not limited to, copies of each DBE and non-DBE quote submitted to the Bidder when a non-DBE was selected over a DBE for Work on the Contract.

Per 49 C.F.R. § 26.53 (b)(3) (2014) and 49 C.F.R. § 26 Appendix A the NMDOT has the responsibility to make a fair and reasonable judgment as to whether a Bidder, that did not meet the goal, made adequate good faith efforts.

The below contains a list of types of actions, which the NMDOT may consider as part of the Bidder’s good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive, as other factors or types of efforts may be relevant in appropriate cases. The following is a list of the type of actions, and documentation, which the NMDOT will consider as part of the Bidder’s good faith efforts to obtain DBE participation:

- 1) The Bidder’s copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for Work on the Contract to review whether DBE prices were substantially high; and the NMDOT may contact the DBEs listed on the Bidder’s List of Quoters submitted by the Bidder to inquire whether DBE primes were contacted by the Bidder. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under this NTC or rule;
- 2) The Bidder’s solicitation of the interest of DBEs as early in the acquisition process as possible and as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the Subcontract. The Bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations;
- 3) The Bidder’s selection of portions of the Work to be performed by the DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract Work items into economically feasible units to facilitate DBE participation even when the Bidder might otherwise prefer to perform these Work items with its own forces;
- 4) The Bidder’s negotiations in good faith with interested DBEs. It is the Bidder’s responsibility to make a portion of the Work available to DBE subcontractors, sub-consultants and Suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors, sub-consultants and Suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses and telephone numbers of DBEs that were considered, a description of the information provided regarding the construction plans and specifications for the Work selected for subcontracting or requirements of Work, and evidence as to why additional agreements could not be reached for DBEs to perform the Work; and,

- 5) The Bidder's rejection of DBEs as being unqualified. The Bidder shall not reject a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Bids in the Bidder's efforts to meet the Project goal. Another practice considered insufficient good faith effort is the rejection of the DBE because its' quotations for Work were not the lowest received. However, nothing in this paragraph will be considered to require the Bidder to accept unreasonable quotes to satisfy the Contract goal.

If the NMDOT determines that the Bidder has failed to make adequate good faith efforts to meet the DBE goal requirements, the NMDOT shall reject the Bid as non-responsive. The Bidder may dispute this determination and rejection of the Bid through the procedures in Standard Specification Section - 103.3 "Bidding Dispute Resolution Procedures".

Post-Award

Counting DBE Participation Toward Goals

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

Only the value of the Work actually performed by the DBE will be counted towards DBE Project goals. DBE participation shall be credited as follows:

1. Count the entire amount of that portion of the Contract Work that is performed by the DBE's own forces. Include the cost of supplies and Materials obtained by the DBE for the Work including supplies purchased or equipment leased by the DBE. Supplies and equipment purchased or leased by a DBE from a prime contractor shall not be counted toward the DBE Project goal.
2. Count the entire amount of fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required of the performance of the Contract, toward DBE goals, provided NMDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of its Work to another firm, the value of the subcontracted Work may be counted toward DBE goals only if the DBE's Subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.

When a DBE performs as a participant in a joint venture, count the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work of the Contract that the DBE performs with own forces toward DBE goals.

The NMDOT counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function ("CUF") on the Contract.

1. A DBE performs a CUF when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a CUF, the DBE must also be responsible, with respect to Materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the Material and installing (where applicable) and paying for the Material itself.
2. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or Project through which funds are passed in order to obtain the appearance of DBE participation.
3. If a DBE Contractor or Subcontractor, at any tier, does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own forces, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved, it will be presumed that the DBE is not performing a CUF.
4. A DBE Supplier must be an established, regular business that engages, as its principle business and under its own name, in the purchase and sale or lease of products or supplies in order to perform a CUF.
5. When a DBE is presumed not to be performing a CUF as provided in paragraph 3 of this section, the DBE may present evidence to rebut this presumption.
6. Decisions concerning CUF matters are not administratively appealable to USDOT.

DBE Trucking

Per the Standard Specification Section 108.1 "Subcontracting"... "A Trucker is not a Subcontractor unless the Contractor is using the Trucker to meet the DBE requirement associated with the Project". The following factors shall be used to determine whether DBE trucking Subcontractors are performing a CUF:

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

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

6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
7. For purposes of this DBE trucking section a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DBE Supplying Materials

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

A DBE may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as required in paragraph 1 of this section if the DBE both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on ad hoc or contract-by-contract basis.

Packagers, brokers, manufacturers' representatives, or other person who arrange or expedite transactions are not regular dealers for the purpose of paragraph 2 of this section.

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

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

Pre-Award Substitution/Replacement and Post-Award Termination of DBE for Projects Having a DBE Goal

The Contractor shall use the DBE listed on the A-585 and confirmed on the A-644 to perform the specific Work identified. The Contractor shall not substitute, replace or terminate a DBE listed on the A-585 and confirmed on the A-644 (or an approved substitute DBE) without the prior written consent of NMDOT. The NMDOT considers it an improper DBE substitution, replacement or termination when a Contractor performs Work originally designated for a DBE with its own forces or those of an affiliate, or with a non- DBE, or with a substitute DBE. Unless NMDOT consent is provided, the Contractor shall not be entitled to any payment for Work or Materials unless it is performed by the listed DBE.

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

1. The listed DBE fails or refuses to execute a written Contract;
2. The listed DBE fails or refuses to perform the Work consistent with normal industry standards, provided, however, that good cause does not exist if the failure or refusal to perform results from the bad faith or discriminatory action of the Contractor;
3. The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE is ineligible to Work on public works projects because of suspension or debarment proceedings pursuant to 26 CFR Parts 180, 215 or 1200 or applicable state law;
6. The listed DBE is not a responsible Contractor;
7. The listed DBE voluntarily withdraws from the Project and provides to NMDOT written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE goal credit for the type of Work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its Work on the Project; or
10. Other documented good cause that NMDOT determines compels the termination of the DBE. Provided that good cause does not exist if the Contractor seeks to terminate a DBE it relied on to obtain the Contract so that the Contractor can self-perform the Work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE after Contract Award.

Before seeking concurrence from the NMDOT to substitute, replace or terminate a DBE (or an approved substitute DBE) the Contractor must provide the DBE written notice including the reason of its intent to substitute, replace or terminate and give the DBE 5 Days to respond to the Contractor's notice. If required in a particular case as a matter of public necessity the NMDOT may allow a response period shorter than 5 Days. The DBE in response to the notice may provide the Contractor and NMDOT with the reasons, if any, why it objects to the proposed substitution, replacement or termination and why NMDOT should not approve the Contractor's request.

After receipt and review of the DBE response the NMDOT will provide a written response to the Contractor's request. NMDOT's decision is not appealable to USDOT.

After an approved termination of a DBE the Contractor shall make good faith efforts to subcontract with a substitute DBE which can perform the same type of work on the Project as the substituted, replaced or terminated DBE or to subcontract with a replacement DBE which can perform other types of work remaining on the Project. The good faith efforts shall be documented by the Contractor. The NMDOT may request a copy of the documented good faith efforts and the Contractor shall submit the same in 7 Days, which may be extended to an additional 7 Days at the request of the Contractor. The NMDOT will provide a written determination stating whether or not good faith efforts have been demonstrated. The Contractor may refer to Appendix A of 49 C.F.R. § 26 for guidance on good faith efforts.

NMDOT may allow a DBE contract goal waiver, adjust the DBE goal, or assess construction contract liquidated damages or design contract liquidated damages as may be appropriate, depending on the individual project's overall circumstances. NMDOT's decision to waive or adjust the contract goal is not appealable to USDOT.

Record Keeping Requirements

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

Compliance Procedures

The Contractor is solely responsible and obligated to ensure DBE compliance at all tiers until the final payment is made in accordance with Standard Specification Section - 109.10 "Project Closure".

If it is found that the Contractor or Subcontractor at any tier is not in compliance with this NTC and DBE program, NMDOT will notify the non-compliant party in writing. Failure to be compliant is a material breach of the Contract and may result including, but not limited to, the NMDOT exercising the remedies below. The NMDOT may conduct a compliance conference with the non-compliant party or parties to discuss the area(s) of non-compliance. In the event that the non-compliant party or parties fails or refuses to perform in compliance the NMDOT will send the non-compliant party or parties a "Notice of Non-Compliance" containing a deadline for the compliance. If the non-compliant party becomes compliant after the "Notice of Non-Compliance" the NMDOT will rescind the "Notice of Non-Compliance" and notify the party or parties. If the deficiencies are not corrected, NMDOT will initiate administrative action against the non-compliant party or parties, which may include but not be limited to:

1. Termination of the Contract;
2. Withholding of monthly progress payments;
3. Initiation of appropriate suspension or debarment proceedings;
4. Referral of any unlawful actions to the appropriate enforcement agencies; or
5. Other actions as appropriate, at the discretion of NMDOT.

III. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS

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

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

The Contractor is solely responsible and obligated to ensure prompt payment obligations and compliance reporting through all tiers until the final payment is made in accordance with Standard Specification Section 109.10 - "Project Closure". Contractors, Subcontractors or Suppliers, at all tiers, shall be required to submit payment information regardless of DBE status. Contractors, Subcontractors, and DBE Suppliers and/or DBE Fabricators shall be required to submit payment information in the B2GNow supporting software system when payments are made to any Subcontractor, DBE Supplier and/or DBE Fabricator. The Subcontractor, Supplier or Fabricator shall in B2GNow timely select whether payment was or was not received for the undisputed and Accepted Work.

Contractors shall be required to complete and submit Form A-1339, "Contractor's Certification of Prompt Payment to Suppliers and Fabricators," for payments made to 1st tier non-DBE Suppliers and Fabricators with invoices over \$50,000.00. Contractors shall submit Form A-1339 to the Project Manager within thirty- one (31) days of receiving each Progress Payment from NMDOT. The Contractor shall also complete Form A-1339 and submit to the Project Manager for zero-dollar (\$0.00) Progress Payments if payment is due and was made by the Contractor for work performed by the Supplier or Fabricator.

The NMDOT may recognize supporting documentation of such payment(s) in one or more of the following forms:

1. Proof of the timely deposit of funds into the Subcontractor, Supplier and or Fabricator bank account;
2. Proof of timely hand delivery of payment to the Subcontractor, Supplier and or Fabricator; or
3. Proof of timely mailing payment to the Subcontractor, Supplier and/or Fabricator.

The Contractor shall notify the NMDOT in all situations when it will not make full prompt payment to its Subcontractor, Supplier or Fabricator before the payment becomes due. The Contractor shall also notify the Subcontractor, Supplier or Fabricator in all situations when it will not make full prompt payment before the payment becomes due. A Contractor will be required to fully document any alleged disputes with its Subcontractors, Suppliers and or Fabricators and provide the documentation to the NMDOT upon request.

The Contractor shall have good cause for any failure to fully or partially provide prompt payment for Accepted Work. The NMDOT determines good cause. Good cause recognized by the NMDOT to excuse a failure to promptly pay includes, but is not limited to, a claim concerning the Subcontractor's or Supplier's Work, failure to provide certified payrolls, and other required Project documentation. The amount withheld cannot exceed the amount in dispute between the Contractor and Subcontractor or Supplier. The Contractor has the burden to support the Contractor's assertion of good cause. If the failure to fully or partially provide prompt payment is based on a claim, the Contractor shall submit a verifiable explanation and/or proof of the claim between the parties to the Project Manager.

Retainage

The NMDOT will require Contractors to pay all retainage owed to the Subcontractor, Supplier or Fabricator within 30 Days of the Progress Payment indicating Acceptance of the completed Subcontract Work, even if the NMDOT

continues to withhold retainage from the Contractor. The Subcontract Work is completed when all the tasks called for in the Subcontract have been accomplished, documented and Accepted by the NMDOT. The Contractor may request partial acceptance in accordance with Standard Specifications Section - 105.18.1 "Partial Acceptance" upon satisfactory completion of the Subcontract Work. Good cause recognized by the NMDOT to excuse a failure to promptly release retainage includes, but is not limited to, a claim concerning the Subcontractor's or Supplier's Work, failure to provide certified payrolls, and other required Project documentation. The amount withheld cannot exceed the amount in dispute between the Contractor and Subcontractor or Supplier. The Contractor has the burden to support the Contractor's assertion of good cause for the failure to promptly release retainage. If the failure to promptly release retainage is based on a claim, the Contractor shall submit verifiable explanation and/or proof of the claim between the parties to the Project Manager.

Cross-Project Offsets

The NMDOT will not recognize cross-Project offsets as "good cause" excusing untimely payment for Accepted Work. The Contractor's Contract with Subcontractors or Suppliers shall not contain any provision that allows the Contractor to withhold payment from the Subcontractor or Supplier as a result of the Subcontractor's or Supplier's performance on separate Contract(s). Any such provision will be without effect and shall not be recognized as good cause excusing a failure to make prompt payment.

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

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation

Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination

may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
 - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. Assurance Required by 49 CFR 26.13(b):
 - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently

engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the- job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs

which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided; That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.

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

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

2. Withholding

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

3. Payrolls and basic records

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

- b.

- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely

all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational

resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:
 - a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website <https://sam.gov> which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website <https://sam.gov> which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

V. SUPPLEMENTAL EEO REQUIREMENTS

Incorporated in this Contract, by reference, are supplemental requirements to the Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") Equal Employment Opportunity Program ("EEO"). The supplemental requirements are:

1. Exec. Order No. 11246, 30 FR 12319 (September 24, 1965);
2. 41 C.F.R. § 60-4.1 through 60-4.9 (2015);
3. Exec. Order No. 13665 Non-Retaliation for Disclosure of Compensation Information (April 8, 2014); and
4. Further Amendments to Exec. Order No. 11478, Equal Employment Opportunity in the Federal Government and Exec. Order No. 11246, Equal Employment Opportunity (July 21, 2014).

Per 41 C.F.R. § 60-4.2 all federally-assisted Contracts shall include (information has been interlineated applicable to this Contract as required):

“(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60–4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60–4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60–4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this part 60–4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60–4.6 of this part (see 41 CFR 60–4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

The most current participation goals for minorities and females can be found at http://www.dol.gov/ofccp/TAguides/TAC_FedContractors_JRF_QA_508c.pdf and are:

New Mexico:

160 Albuquerque, NM:

SMSA Counties.

0200 Albuquerque, NM-38.3%

NM Bernalillo; NM Sandoval.

Non-SMSA Counties-45.9%

NM Catron. NM Colfax; NM De Baca; NM Guadalupe; NM San Juan; NM San Miguel; NM Santa Fe; NM Socorro; NM Taos; NM Torrance; NM Valencia.

Goals for females: Nationwide goal-6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of

the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

The most current OFFCP staffing can be found at <http://www.dol.gov/ofccp/contacts/regkey.html> and are:

SOUTHWEST and ROCKY MOUNTAIN REGION

Covered States/Territories: Arkansas, Colorado, Louisiana, Montana, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, Wyoming

Regional Director: Melissa L. Speer

Deputy Regional Director: Aida Collins

Regional Outreach Coordinator: E. Michelle Hernandez

Contact Information:

U.S. Department of Labor for OFCCP
Federal Building, Room 840
525 South Griffin St.
Dallas, TX 75202
(972) 850-2550
(972) 850-2552 (Fax)

877) 889-5627 (TTY-National Office)

Pre-Award Email Address: OFCCP-SW-PreAward@dol.gov For Complaints: OFCCP-SW-CC4@dol.gov

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is in the Advertisement."

VI. INDIAN PREFERENCE

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

If the Project is located on or near a reservation the Contractor, or its Subcontractor at any tier, may be required to extend a publically announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The word “near” includes all areas where a person seeking employment could reasonably expected to commute in the course of a work day. Contractors or Subcontractors, at any tier, shall not discriminate among Indians on the basis of religion, sex, tribal affiliation, and the use of such a preference shall not excuse compliance with the remaining EEO provisions of this NTC.

If the Contractor extends an Indian preference, then this NTC requires that Contractors shall afford preference to initial hiring, reassignment, transfer, competitive promotion, reappointment, reinstatement, or any personnel action to fill a vacant position to qualified and enrolled members of federally recognized Indian tribe. The extended preference shall extend to Indians and not extend to a specific tribe or tribal affiliation. There may be tribal laws and regulations that the Contractor is required to follow if an Indian preference is extended. Contractors shall make themselves aware of any labor requirements, taxes, fees, licenses, permits or conditions that may be imposed by the affected tribes for the Project work performed in the area. In order to be apprised of the tribal law or regulation requirements, the Contractor shall establish a liaison with local tribe employment offices and provide this individual’s name and contact information to the Project Manager at the Pre-Construction Conference per Standard Specification Section 108.2 “Notice to Proceed and Pre-Construction Conference”. The tribe’s employment office may then assist the Contractor in identifying qualified and tribally enrolled individuals and assist in guidance related to applicable tribal laws or regulations. Verification of available, qualified and enrolled individuals will be provided to the Contractor by the tribe’s employment office. A list of contacts to facilitate the Contractor’s coordination with the tribal liaison is at:

http://dot.state.nm.us/content/dam/nmdot/planning/Tribal_Contact_Listing.pdf

VII. NMDOT ON THE JOB TRAINING/SUPPORTIVE SERVICES (“OJT/SS”) PROGRAM

The primary objective of the Special Provisions referenced in the below-link is to address the underrepresentation of minority and female workers in the construction trades through the assignment of OJT goals. To that end, the primary objective of the OJT program is the training and upgrading of minorities and females to journeyman status on NMDOT state lead, federal-aid contracts. Accordingly, the Contractor shall make every effort to enroll minority, women and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used to discriminate against any applicant for training, whether or not he/she is a member of a minority group.

If Federal-aid funding is available and the NMDOT elects that the Project will be subject to the OJT/SS requirements then the Contractor or Subcontractor, at any tier, shall comply with the procedures outlined in Appendix B to Subpart A of 230 C.F.R. § 230. The OJT/SS program implemented by the Contractor or Subcontractor, at any tier, must be formally approved by the NMDOT before use of the program. In lieu of the use of a formally approved OJT/SS program the Contractor, or Subcontractor at any tier, may submit its own individual OJT/SS program for NMDOT consideration and approval. Until formal approval is received from the NMDOT CCRB through ACNM the individual Contractor or Subcontractor OJT/SS program cannot be used.

http://dot.state.nm.us/content/dam/nmdot/OEOP/On_The_Job_Training_Program_and_Special_Provision_2016.pdf

Contractors meeting the selection criteria for implementation of an OJT/SSS program, and who have a formally approved OJT/SSS program will be notified by the NMDOT's CCRB of its training assignment at the beginning of the reporting period. The reporting period and the training assignment will be identified in the notification from the NMDOT's CCRB.

The Contractor shall fulfill all of the requirements of the OJT training program including the maintenance of records and submittal of periodic reports documenting program performance. The requirements and reports related to the OJT/SSS program shall include the Contractor's use of forms A-2201, A-2202, A-2203. The forms are incorporated herein by reference. The Contractor shall submit Form A-2202 by the tenth (10th) of each month of the reporting period or as indicated on the form itself.

The Contractor has the option to pay its trainees either the full prevailing wage for the trainee's job classification or at least 60% of the minimum prevailing wage for the trainee's job classification for the first half of the training period, 75% for the third quarter, and 90% for the last quarter, respectively. Prevailing wages are those specific to this Contract.

For federally funded Projects, and if requested the Contractor may be reimbursed \$0.80 per training hour by the NMDOT. Requests for reimbursement shall be submitted by the Contractor to the Project Manager in writing and after Substantial Completion for the Project is declared. Reimbursement is not available for 100% state-funded Projects.

Noncompliance with the responsibilities and requirements of this section, including being a non-responsive participant in the program, may be cause for the NMDOT to issue a show cause notice and other action as deemed necessary by the NMDOT.

VIII. WAGE RATES

The higher wage rates shall govern in the event of a discrepancy between the minimum wage rates in the Wage Decision of the DWS and the U.S. Department of Labor Wage Decision applicable to this Contract.

IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS

Contractors and Subcontractors must pay employees weekly. Certified Payrolls and Statements of Compliance on federally funded Projects are due to the NMDOT seven (7) Days after date that the actual payment is processed by Contractor or Subcontractor, at any tier, to its employee.

The date that the actual payment is processed to the employee may be different that the payroll end date in some situations. Notwithstanding the difference between a payroll end date and actual payment date, the Contractor or Subcontractor at any tier shall make actual full payment to the employee no later than seven (7) Days after the payroll end date. And then shall submit the Certified Payrolls and Statements of Compliance no later than seven (7) Days after the actual payment date.

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

- B2GNow software
- LCPtracker software

Use of B2GNow and LCPtracker software programs is required and shall be considered Incidental. Failure of a Contractor or Subcontractor to use the required software programs to report specific EEO, Labor Compliance and DBE information may result in the issuance of a Non-Conformance per Standard Specification Section – 109.8.2 “Non-Conformance” or other Contract remedies.

B2GNow - (Business to Government Now), is a web-based software program used to collect, verify and manage payment information for Contractors and Subcontractors working on federal-aid Projects. Additionally, the software is used to collect and report DBE participation and utilization on federal-aid Projects. Information related to the use of the software is available at <https://nmdot.dbesystem.com/>.

The Contractor shall upload the fully executed contract between the Contractor and Subcontractor at any tier, the completed permission to subcontract form and associated attachments, and subcontract checklist to B2GNow.

LCPtracker - (Labor Compliance Program Tracker) is a web-based software program used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation for Contractors and Subcontractors on federal-aid Projects. Information related to the use of the software is available at <https://prod.lcptracker.net/Lcp/WebForms/Login.aspx>. On all Projects, the Contractor shall submit and shall ensure all Subcontractors submit weekly payroll information into the LCPtracker software program.

To adequately track timely submission of weekly payrolls the Contractor shall enter the actual payment date in the field on the weekly Certified Payroll reporting form in LCPtracker titled “payment date”.

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

X. TITLE VI Assurances Appendix A and E

Appendix A of the Title VI Assurances
49 C.F.R. § Pt. 21, App. A

Appendix A of the Title VI Assurances

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to- time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the New Mexico Department of Transportation (NMDOT), or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the New Mexico Department of Transportation (NMDOT) will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NMDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the NMDOT to enter into any litigation to protect the interests of the NMDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix E of the Title VI Assurances

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

Pertinent Non-Discrimination Authorities:

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

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

NOTICE TO CONTRACTORS

Gross Receipts Tax

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

NOTICE TO CONTRACTORS

New Mexico Employees Health Coverage

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

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

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

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

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

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

NOTICE TO CONTRACTORS

Office of Inspector General

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

The NMDOT’s OIG shall be provided access to all documents associated with the Project per the 2019 Edition of the NMDOT’s Standard Specifications for Highway and Bridge Construction, Section 107.28 - “Contractor Records”.

To Report Fraud, Waste & Abuse

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

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

The New Mexico Fraud Against Taxpayers Act:

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

To Report Bid Rigging Activities

1-800-424-9071

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

NOTICE TO CONTRACTORS

Patents On Milling Equipment and Milling Operations

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

NOTICE TO CONTRACTORS

Professional Services

The following has been added to the 2019 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction Section 101.4 "Terms and Definitions".

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

NOTICE TO CONTRACTORS

Quality Standards for Traffic Control Devices

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

NOTICE TO CONTRACTORS

Byrd Anti-Lobbying Amendment Compliance

S100460 & LP50008 - 23/26/B

Per 31 U.S.C. 1352 the Bidder is prohibited from using appropriated Federal-aid funds for certain lobbying activities. In addition to this prohibition, the Bidder is required to certify that no appropriated Federal-aid funds have been or will be used for such lobbying activities. The Bidder makes this certification through submission of its Bid with its digital id.

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

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

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

1. Add this NTC titled "Byrd Anti-Lobbying Amendment Compliance" in all subcontracts at any tier. The inclusion of the NTC ensures that the terms and conditions of the certification are incorporated into the Subcontract at any tier; and
2. If any funds other than appropriated Federal-aid funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any Federal agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Project require its Subcontractors at any tier to complete and return the Disclosure with its permission to subcontract request form A-1086.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____			
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

NOTICE TO CONTRACTORS

Lead Based Paint Abatement for Bridges Built Before 1986

CN S100460 & LP50008

BR 6944

23/26/B

In accordance with the 2019 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction ("Standard Specifications") Section 547, "Safety and Environmental Requirements for Painting Operations", the Contractor shall be responsible for the abatement Work.

The Contractor shall use a qualified lead-based paint abatement firm to perform the Work associated with lead-based paint abatement. A qualified lead-based paint abatement firm means one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the Work, or the Project. Documentation reflecting the qualifications of the abatement firm and the detailed abatement plan shall be provided to the Project Manager per Standard Specification Section 108.2.2 (6) "Pre-Construction Conference".

The abatement firm shall be responsible for measuring the weight of lead-based paint waste generated from each bridge (or bridge pair, where applicable). If, based on weight and 20 NMAC 4.1, an EPA ID number is required, the abatement firm shall submit a completed EPA Form 8700-12 to the NMED Hazardous Waste Bureau and reference the assigned number on all waste profiles, disposal manifests, and state required reporting documents and provide copies to the Project Manager.

In addition to the items listed in Section 547, the EPA-ID number, annual reporting, and the payment of applicable fees, are incidental.

EPA Form 8700-12 and instructions may be found by clicking on the form link found at:

[New Mexico Environment Department](#)

NOTICE TO CONTRACTORS

2019 Standard Drawings for Highway and Bridge Construction Disclaimer

The 2019 Edition of the New Mexico Department of Transportation (NMDOT) Standard Drawings for Highway and Bridge Construction and all updates are for use on NMDOT Projects.

These Standard Drawings are for use only on NMDOT Projects. Others who use the NMDOT Standard Drawings do so at their own risk and accept the responsibility of determining their applicability and any resulting liability.

NOTICE TO CONTRACTORS

2019 Standard Drawings for Highway and Bridge Construction Updates **(Effective March 2020 Letting)**

The 2019 Edition of the New Mexico Department of Transportation Standard Drawings for Highway and Bridge Construction shall apply in addition to the following:

Delete the following 2019 Standard Drawings for Highway and Bridge Construction:

Standard Section 511 - Concrete Structures

- 511-65-2/3, Concrete Box Culvert Triple Opening – Design Fills B, C, D, E, Dimensions and Rebar Schedule (4-9-07)

Standard Section 543 - Metal Railing for Bridges

- 543-02-1/1, Metal Railing Type "A" (11-13-09)
- 543-03-1/2, Metal Railing Type "D" (11-13-09)
- 543-03-2/2, Metal Railing Type "D" Details (11-13-09)

Standard Section 564 - Preformed Closed Cell Foam Bridge Joint Seals

- 564-01-1/1, Preformed Closed Cell Foam Bridge Joint Seal (6-24-13)

Standard Section 602 - Slope and Erosion Protection Structures

- 602-08-1/2, Wire Enclosed Tire Bales for Erosion Control or Earth Retaining (1-9-12)
- 602-08-2/2, Wire Enclosed Tire Bales for Erosion Control or Earth Retaining (1-9-12)

Standard Section 606 - Metal Barrier, Cable Barrier and Concrete Wall Barrier

- 606-22-1/4, 20' Concrete Barrier General Notes & Reinforcing Schedule (1-26-17)
- 606-22-2/4, 20' Concrete Barrier Fabrication and Reinforcement Details (1-26-17)
- 606-22-3/4, 20' Concrete Barrier Staking & Anchoring Details (1-26-17)
- 606-22-4/4, 20' Concrete Barrier Staking & Connection Details (1-26-17)

Standard Section 702 - Construction Traffic Control Devices

- Delete all 702 Standard Drawings

Standard Section 707 - Signal and Lighting Standards

- 707L-08-1/7, High Mast Luminaire Support Structures Type VI (12-15-08)
- 707L-08-2/7, High Mast Luminaire Support Structures Type VI (12-15-08)
- 707L-08-3/7, High Mast Luminaire Support Structures Type VI (12-15-08)
- 707L-08-4/7, High Mast Luminaire Support Structures Type VI (12-15-08)
- 707L-08-5/7, High Mast Luminaire Support Structures Type VI (12-15-08)
- 707L-08-6/7, High Mast Luminaire Support Structures Type VI (12-15-08)

Add the following Standard Drawings to the 2019 Standard Drawings for Highway and Bridge Construction:

Standard Section 206 - Excavation and Backfill for Culverts and Minor Structures

- 206-11-1/1, Fill Heights for HDPE and PP Pipe Excavation Details (12-16-19)

Standard Section 511 - Concrete Structures

- 511-65-2/3, Concrete Box Culvert Triple Opening - Design Fills B, C, D, E, Dimensions and Rebar Schedule (2-19-19)

Standard Section 514 - Concrete Barrier Railing for Bridges

- 514-10-1/1, Bridge Number Plate, TAG and Survey Marker (12-16-19)

Standard Section 543 - Metal Railing

- 543-09-1/1, Bridge Number Plate, TAG and Survey Marker (12-16-19)

Standard Section 606 - Metal Barrier, Cable Barrier and Concrete Wall Barrier

- 606-22-1/4, 20' Concrete Barrier General Notes & Reinforcing Schedule (12-17-19)
- 606-22-2/4, 20' Concrete Barrier Fabrication and Reinforcement Details (12-17-19)
- 606-22-3/4, 20' Concrete Barrier Staking & Anchoring Details (12-17-19)
- 606-22-4/4, 20' Concrete Barrier Staking & Connection Details (12-17-19)

Standard Section 702 - Construction Traffic Control Devices

- 702-01-1/1, Traffic Control General Notes (12-11-19)
- 702-02-1/1, Temporary Traffic Markings for Construction (12-11-19)
- 702-03-1/3, Double Fines in Work Zones Signing Layout (12-11-19)
- 702-03-2/3, Double Fines in Work Zones and B.O.P and E.O.P (Approach and Departure) Sign Face Details (12-11-19)
- 702-03-3/3, Project Limit Signing (12-11-19)
- 702-04-1/2, 4 Lane, Interstate/Non-Interstate, Typical Crossover Signing (12-11-19)
- 702-04-2/2, 4 Lane, Interstate/Non-Interstate, Typical Crossover Signing (12-11-19)
- 702-05-1/1, Inside/Median and Outside Lane Operations for Divided Interstates & Non-Interstates (12-11-19)
- 702-06-1/1, Examples of Temporary Pedestrian Detour Routing for Roadways with Posted Speeds of 40 MPH or Less (12-11-19)

Standard Section 707 - Signal and Lighting Standards

- 707L-08-1/9, High Mast Luminaire Support Structures Type VI (12-8-11)
- 707L-08-2/9, High Mast Luminaire Support Structures Type VI (12-8-11)
- 707L-08-3/9, High Mast Luminaire Support Structures Type VI (12-8-11)
- 707L-08-4/9, High Mast Luminaire Support Structures Type VI (12-8-11)
- 707L-08-5/9, High Mast Luminaire Support Structures Type VI (12-8-11)
- 707L-08-6/9, High Mast Luminaire Support Structures Type VI (12-8-11)
- 707L-08-7/9, High Mast Luminaire Support Structures Type VI (12-8-11)

Standard Section 730 - Weigh-In-Motion System and Continuous Count Station

- 730-01-1/3, Weigh-In-Motion (WIM) Undivided Section Details (12-17-19)
- 730-01-2/3, Weigh-In-Motion (WIM) Divided Section Details (12-17-19)
- 730-01-3/3, Weigh-In-Motion (WIM) 6-Lane Section Details (12-17-19)
- 730-02-1/3, Continuous Count Station (CCS) Undivided Section Details (12-17-19)

- 730-02-2/3, Continuous Count Station (CCS) Divided Section Details (12-17-19)
- 730-02-3/3, Continuous Count Station (CCS) 6-Lane Section Details (12-17-19)
- 730-03-1/2, Radar Continuous Count Station 1 to 4 Lanes Single Sensor (12-17-19)
- 730-03-2/2, Radar Continuous Count Station 5 to 8 Lanes Dual Sensors (12-17-19)

The added Standard Drawings are available at the following link:

<https://dot.state.nm.us/content/nmdot/en/Standards.html>



CN S100460 & LP50008

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (Standard Specifications) shall govern construction of this Project unless otherwise noted.

**The following Special Provisions shall supplement the above Standard Specifications.
SPECIAL PROVISIONS**

- Modifying Section 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier, 701: Traffic Signs and Sign Structures, 703: Traffic Markers, 720: Vehicle Impact Attenuator Units and Sand Barrel Impact Attenuator Units (3/4/20)
- Modifying Section 423: Hot Mix Asphalt (HMA) (Major Paving) (5/28/19)
- Modifying Section 501: Driven Piles (4/6/20)
- Modifying Section 504: Load Testing of Driven Piles (4/6/20)
- Modifying Section 511: Concrete Structures (5/9/19)
- Modifying Section 512: Superstructure Concrete (4/15/19)
- Modifying Section 514: Concrete Barrier Railings for Bridges (12/20/19)
- Modifying Section 537: Polyester/Epoxy Concrete Overlay (12/20/19)
- Modifying Section 540: Steel Reinforcement (1/24/20)
- Modifying Section 543: Metal Railing (12/20/19)
- Modifying Section 560: Elastomeric Bearing Pads (5/9/19)
- Modifying Section 602: Slope and Erosion Protection Structures (12/20/19)
- Modifying Section 606: Metal Barrier, Cable Barrier, and Concrete Wall Barrier
- Modifying Section 632: Revegetation (1/1/19)
- Modifying Section 633: Utility Items (1/25/21)
- Modifying Section 701: Traffic Signs and Sign Structures (3/26/19)
- Modifying Section 704: Pavement Markings (12/23/19)
- Modifying Section 704-A: Temporary Marking Tape (12/23/19)
- Modifying Section 704-B: Retroreflective Preformed Plastic Markings (Tape) (12/23/19)
- Modifying Section 704-C: Hot Thermoplastic Markings (12/23/19)
- Modifying Section 704-D: Preformed Thermoplastic Pavement Markings (12/23/19)
- Modifying Section 706: Signal and Lighting Service Systems (3/7/19)
- Modifying Section 713: Detectors (5/24/19)
- Modifying Section 716: Luminaires (5/1/19)
- Modifying Section 902: Quality Control (2/11/19)
- Modifying Section 904: Quality Level Analysis (QLA) (1/1/19)
- Modifying Section 906: Minimum Testing Requirements (MTRs) (11/5/19)

PROJECT SPECIFIC SPECIAL PROVISIONS:

Special Provision for Section 107: Legal Relations, Environmental Requirements and Responsibility to the Public (1/1/19)

Special Provision for Section 107: Legal Relations, Environmental Requirements and Responsibility to the Public (7/21/22)

Special Provision for Section 511: Concrete Structures

Special Provision for Section 533-B: Embedded Galvanic Anodes

Special Provision for Section 601: Removal of Structures and Obstructions

Special Provision for Section 608: Sidewalks, Drivepads, and Concrete Median Pavement

Special Provision for Section 609: Curb and Gutter

Special Provision for Section 618-A: Public Awareness

Special Provision for Section 633: Pre-Construction Utility Survey

Special Provision for Section 702-A: Traffic Control Devices for Construction and Traffic Control Devices for Pedestrians & Bicyclists (5/11/20)

Special Provision for Section 704-B: Retroreflective Preformed Plastic Markings (Tape)

Special Provision for Section 710: Pull Boxes and Splice Cabinets

SPECIAL PROVISIONS MODIFYING

SECTIONS:

606: METAL BARRIER, CABLE BARRIER AND CONCRETE WALL BARRIER

701: TRAFFIC SIGNS AND SIGN STRUCTURES

703: TRAFFIC MARKERS

**720: VEHICULAR IMPACT ATTENUATOR UNITS and SAND BARREL IMPACT
ATTENUATOR UNITS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete reference to **NCHRP Report 350**. The Contractor shall meet **AASHTO Manual for Assessing Safety Hardware (MASH)** requirements for the following subsections:

606.2.1.3.2	Structural Shape Posts
606.2.2.2	Submittal
606.2.2.4	Materials
606.2.4	End Treatments
701.2.6	Sign Structures and Hardware
703.1	DESCRIPTION
720.2	MATERIALS

SPECIAL PROVISIONS MODIFYING SECTION 423: HOT MIX ASPHALT (HMA) (MAJOR PAVING)

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete **Section 423.2.7: Reclaimed Asphalt Pavement (RAP)** in its entirety and replace with the following:

Unless otherwise specified in the Contract, the Contractor may use RAP removed under the Contract consisting of salvaged, milled, pulverized, broken, or crushed asphalt pavement. The Contractor may use RAP produced from outside sources provided the following is met: after the Contractor obtains sufficient quantities of RAP aggregate samples in accordance with AASHTO T 308; the Department will Accept RAP for which the coarse aggregate has a percent wear of 40.0 or less, at 500 revolutions, when tested in accordance with AASHTO T 96. The Contractor shall provide plus No. 4 RAP Material with a minimum of 75% Fractured Faces content (one (1) face). The Department will make no additional payment for the asphalt binder in the RAP or asphalt binder due to asphalt binder grade adjustment.

In the event the Contractor elects to use up to 15% RAP (by weight) or is specified as a maximum of 15% RAP by the Contract (by weight) in the production of HMA mixtures, the Contractor shall use the PG grade asphalt binder specified in the Contract.

For quantities greater than 15% and up to 25% RAP, the Contractor shall:

1. Either lower the asphalt binder's high and low temperature grades by one (1) grade (e.g. lower a PG 76-22 to a PG 70-28); or
2. Extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A, ensuring the resultant binder meets the entire AASHTO M 320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

For quantities greater than 25% and up to 35% RAP, the Contractor shall:

1. Extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A; and
2. Ensure the resultant binder meets the entire AASHTO M 320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

The Department will not allow the Contractor to use more than 35% RAP in the production of HMA mixtures.

For Projects of entirely new construction, the Contractor shall:

1. Limit the RAP to 15% in the top mat or extract, recover and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M323, Appendix A; and
2. Ensure the resultant binder meets the entire AASHTO M320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

If Plus Grades of PG asphalt binder is specified on the project, for quantities greater than 15% RAP, the Contractor shall extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A. The Contractor shall ensure the resultant binder meets the entire AASHTO M 320 required Project PG asphalt binder properties indicated on the approved mix design including the additional Plus Grade requirements for Elastic Recovery and Solubility.

The Contractor shall:

1. Process RAP so that 100% passes a 1-1/2-inch sieve;
2. Maintain adequate stockpile management (i.e. sufficient quantities and shaping of the stockpiles);
3. Address in the Quality Control Plan how RAP will be controlled, such as which screen will be used to split into two (2) stockpiles, or by what method the RAP will be controlled to keep the resultant mix within Acceptable limits;
4. Account for the weight of the binder in the RAP when batching aggregates;
5. Provide RAP that is free of Deleterious Materials; and
6. Perform process control testing in accordance with Section 902, "Quality Control" requirements as RAP is produced and prepared for inclusion in the HMA.

If problems with HMA consistency or compliance with Project Specifications occur, additional efforts taken to achieve Acceptable levels of consistency and compliance with Contract Specifications, at the Contractor's discretion (at no additional cost to the Department), include, but are not limited to:

1. Reduce the top size of the RAP from 1-1/2 inch to one (1) inch;
2. Fractionate the aggregates on a second screen, such as the 3/8 inch or 1/4 inch Screen so that the RAP is maintained in three (3) stockpiles, one being RAP larger than 1-1/2 inch to two (2) inches, Coarse RAP and the third being Fine RAP;
3. Ensure that the RAP used in the HMA mix design is representative of the RAP available on the Project;
4. Cover the RAP pile(s) so that ambient moisture is not absorbed; and
5. Process and maintain the stockpiles so that the RAP Material is equally and uniformly distributed throughout the entire stockpile(s) and is withdrawn such that uniform, non-segregated RAP is delivered to the hoppers.

SPECIAL PROVISIONS MODIFYING SECTION 501: DRIVEN PILES

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete **Section 501.2.3.1: Pile Driving Equipment Submittals** in its entirety and replace with the following:

The Contractor shall submit pile driving Equipment information to the Project Manager 30 Days before beginning pile driving. The contractor shall submit the information on the Department's Pile and Driving Equipment Data Form. The Contractor shall provide information required on the form including the following:

1. Pile hammer make, model number, and serial number;
2. Driving head assembly, type, model number, and weight;
3. Hammer cushion, Material, size, and thickness;
4. Pile cushion, Material, size, and thickness;
5. Predrilling Equipment, if applicable; and
6. Blow Counting Device Energy Saximeter (E-Sax) or equivalent product Specifications and operating instructions.)

The Department has fourteen (14) Days to Accept or reject the proposed pile driving Equipment after the Project Manager receives the Pile and Driving Equipment Data Form submittal. Acceptance will be in accordance with Section 501.3.1.4, "Approval of Driving System."

If the Department rejects the Equipment, the Contractor shall modify or replace the pile driving Equipment and revise and resubmit the form. The Department will have fourteen (14) Days to Accept or reject the revised Pile and Equipment Data Form.

The Contractor shall submit the manufacturer's chart showing stroke and blows per minute when proposing the use of open-end (single-acting) diesel hammers.

The Contractor shall submit a chart equating bounce chamber pressure and hose length to either equivalent energy or stroke when proposing use of closed-end (double-acting) diesel hammers. The Contractor shall specify hose lengths for closed-end hammers. The Contractor shall calibrate the chart to atmospheric pressure based on the Project site elevation to the nearest 1,500-foot elevation.

The Contractor shall submit a certificate of calibration of the Project Manager for the pressure gauge required for the double acting hammers or for delivered energy for hydraulic hammers. The Contractor shall provide certificate of calibration from a National Institute of Standards and Technology traceable Laboratory performed no more than six (6) months before use.

Add the following to Section **501.3.2.2: Driving Apparatus**:

501.3.2.2.9 Blow Counting Device

The Contractor shall provide the Project construction office with an E-Sax or equivalent for each piling Project where piles will be driven, and blow counts will be recorded. The E-Sax or equivalent shall document the installation process of each pile to assure that the pile driving criterion is met. The Contractor shall assist the Project Manager with operating the device and downloading all pile driving records at the end of each Day of pile driving. The records shall be downloaded to a computer for further review and permanent storage and a copy shall be transmitted to the State Geotechnical Engineer.

The E-Sax or equivalent shall be a small handheld device. It shall numerically display all information gathered by a blow detection system (built-in microphone). The device shall have an easy-to-read digital screen clearly readable in daylight and display four

lines of text and 16 characters per line. The device shall display acquired data in real time and shall store data electronically for transmission and permanent storage. The E-Sax or equivalent shall have a minimum of 8 MB of memory, equivalent to 21,500 lines of data, available for storage and download at a later time. Blow count per unit of penetration shall be obtained by operator pressing a key for each unit penetration, or with optional depth sensor. Battery life shall be at least 16 hours.

The E-Sax shall be made available to the Project Manager prior to the Pre-Pile Driving Conference and shall be maintained during the installation of all test and production piles. In the event that the device is not operational, the Contractor shall notify and work with the manufacturer to rectify the situation. The E-Sax shall remain the property of the Contractor at the conclusion of construction.

Delete **Section 501.3.4.4 Conditions to Proceed** in its entirety and replace with the following:

The Contractor shall not drive production piles until it meets the following conditions:

1. The State Geotechnical Engineer approves the driving system in accordance with Standard Specifications Section 501.3.2.4, "Approval of Driving System;"
2. The Inspector completes the Pile Driving Field Inspection Form and the form is then approved by the Project Manager;
3. The Contractor shall mark the piles in 1-foot increments beginning at the pile toe and continuing at the pile head. The cumulative distance from the pile toe shall be marked on the pile of 5-foot intervals from the pile toe. If necessary, the Contractor shall add inch marks between the 1-foot markers over a 10-foot length of pile as directed by the Project Manager;
4. All required load testing is complete as specified and in accordance with Standard Specifications Section 504, "Load Testing of Bearing Piles". The Project Manager may approve driving production piles in a foundation element upon satisfactory completion of a load test prior to completion of remaining load tests;
5. The Pile Driving Acceptance Chart is completed and stamped with New Mexico P.E. seal by the State Geotechnical Engineer and approved by the State Geotechnical Engineer and submitted to the Project Manager;
6. The hammer and leads are aligned with the pile plan in vertical or battered position;
7. An E-Sax or equivalent has been made available to the Project Manager for use during pile driving operations and all necessary training has been conducted; and
8. The Inspector is present before beginning operations:

Add the following to **Section 501.3.5.1 Variations Due to Dynamic Testing** in its entirety and replace with the following:

The State Geotechnical Engineer will reject the hammer if the hammer is unable to transfer sufficient energy to perform the dynamic testing in accordance with Standard Specifications Section 501, "Load Testing of Bearing Piles." Reasons for rejection include pre-ignition from overheating or malfunctioning of the injection system and poor hammer or capblock maintenance. After rejection, the Contractor shall repair or replace the hammer at no additional cost to the Department.

Add the following to **Section 501.3.6.1 Pile Measurement and Recording**:

501.3.6.1 Blow Counting Device

The Contractor shall provide an E-Sax or equivalent for each piling Project where piles will be driven, and blow counts will be recorded. The E-Sax or equivalent shall be made available for use by the Project Manager for the duration of the Project. The Contractor shall provide hands-on-training and other support as needed in order to operate the device and maintain driving records. The E-Sax or equivalent shall meet the requirements of Section 501.3.2.2.9, "Blow Counting Device".

Delete **Section 501.3.6.4 Pile Groups** in its entirety and replace with the following:

If driving multiple rows of piles for pile cap foundations, the Contractor shall drive the piles to the estimated or minimum penetration elevation, before determining pile capacity for Acceptance. The driving sequence of the pile groups shall be completed from the center of the group outward or from one side to the other side. After driving the piles in the group to the required tip elevation, the Contractor shall re-strike to determine the pile nominal capacity. If the piles do not develop the required nominal bearing capacity at the elevation, the Contractor shall continue to drive until the required resistance is attained.

The following has been added to **Section 501.5.1: Work included in Payment:**

12. Blow Counting Device. E-Sax or equivalent, and all necessary training associated with operating the device and working with the manufacturer to ensure the unit remains operational.

**SPECIAL PROVISIONS
MODIFYING
SECTION 501: LOAD TESTING OF BEARING PILES**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 504.3.1.1: Equipment for Dynamic Testing:**

504.3.1.1.6 Blowing Counting Device

The Contractor shall provide an Energy Saximeter (E-Sax) or equivalent for review, approval and use the Project Manager for each piling Project where piles will be driven, and blow counts will be recorded. The E-Sax or equivalent shall meet the requirements of Special Provisions Sections 501.3.2.2.9, Blow Counting Devices. The E-Sax shall remain the property of the Contractor at the conclusion of construction.

Add the following to **Section 504.5.1: Work Included in Payment:**

2. Blow Counting Device. E-Sax or equivalent and all necessary training associated with proper operation and continued use of the device.

**SPECIAL PROVISIONS
MODIFYING
SECTION 511: CONCRETE STRUCTURES**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 511.1 Description:**

Reference Section 512 for additional information related to Superstructure Concrete.

Delete the following Pay Item from **Section 511.5: Basis of Payment:**

Pay Item	Pay Unit
Substructure Concrete, Class _____	Cubic Yard

Add the following to **Section 511.5.1 Work Included in Payment:**

8. All provisions of Specification Sections 509, 510, 511, and 512. In the event of a conflict, the more stringent shall apply.

**SPECIAL PROVISIONS
MODIFYING
SECTION 512: SUPERSTRUCTURE CONCRETE**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete the Pay Items from **Section 512.5: Basis of Payment** and replace with the following;

The Department will pay for Superstructure Concrete and High-Performance Concrete (HPD) in accordance with Section 511.5: Basis of Payment:

Pay Item	Pay Unit
Structural Concrete, Class AA	Cubic Yard
Structural Concrete, Class HPD	Cubic Yard

**SPECIAL PROVISIONS
MODIFYING
SECTION 514: CONCRETE BARRIER RAILINGS FOR BRIDGES**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 514.5.1: Work Included in Payment:**

5. Two (2) Bridge number plates for every Bridge.

SPECIAL PROVISIONS MODIFYING SECTION 540: STEEL REINFORCEMENT

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 540.2: Materials:**

540.2.13 Headed Reinforcing Bars

Headed reinforcement shall meet the requirements of ASTM A970 "Headed Steel Bars for Concrete Reinforcement", Annex A1, Class HA.

If headed reinforcement is not included in the Contract, the Contractor may propose the use of headed reinforcement.

540.2.14 Mechanical Couplers

Mechanical couplers shall meet the requirements for AASHTO M31, Grade 60, and ASTM A706, Grade 60 or ACI 318, Type 2. Mechanical coupler splice strength must be greater than or equal to 125% of the yield strength of the spliced reinforcing bars and must develop the specified tensile strength of the bars. The Contractor shall submit coupler type (manufacturer and model number) and certified test results showing that the coupler meets these requirements.

Delete **Section 540.3.1.4 Splicing** in its entirety and replace with the following:

The Contractor shall splice bars in accordance with the Plans unless otherwise approved by the State Bridge Engineer.

The Contractor shall place and tie bars in lapped splices to maintain minimum reinforcing cover.

The Contractor shall splice spiral reinforcing by lapping. The Contractor shall ensure laps are at least 48 bar or wire diameters, but not less than one (1) foot with 90° hooks around longitudinal bars at ends.

The Department will allow the use of headed reinforcing bars in accordance with Section 540.2.13, "Headed Reinforcing Bars".

The Department will allow the use of mechanical couplers in accordance with Section 540.2.14, "Mechanical Couplers".

Unless otherwise specified, the Contractor shall ensure that welded wire fabric and bar-mat reinforcement overlap is at least one (1) spacing of cross wires plus two (2) inches when measured between the outer-most cross wires of each street.

Add the following to **Section 540.5.1: Work Included in Payment:**

4. Cost associated with headed reinforcement shall be included in the reinforcing bar pay item. No additional weight will be added.

**SPECIAL PROVISIONS
MODIFYING
SECTION 543: METAL RAILING**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to Section **543.5.1: Work Included in Payment:**

4. Two (2) Bridge number plates for every Bridge.

**SPECIAL PROVISIONS
MODIFYING
SECTION 560: ELASTOMERIC BEARING PADS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete **Section 560.5: Basis of Payment** and replace with the following:

Pay Item	Pay Unit
Elastomeric Bearing Pads	Each

SPECIAL PROVISIONS MODIFYING SECTION 602: SLOPE AND EROSION PROTECTION STRUCTURES

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

602.2.1 Classifications

Delete **Table 602.2.1:1** and replace with the following:

**Table 602.2.1:1
Riprap Classifications and Gabion Requirements**

Class	Description	Stone Volume (cubic feet)		Minimum Dimension ^a (inches)	Nominal D50 (feet)	Minimum Blanket Thickness (feet)
		Minimum	Maximum			
A	Wire Enclosed Riprap	1/6	2/3	4	0.75	-
B ^b	Non-enclosed riprap	1	2	6	1.25	2.0
C ^b	Non-enclosed riprap	2	4	9	1.5	2.25
D	Derrick stone	See Table 602.2.1:2				3.0
E	Grouted riprap	1/3	1	3	1.0	1.5
F	Grouted riprap	1	2	6	1.25	2.0
G	Rock plating	--	--	4-8 ^c	--	1.0
N/A	Wrapped rockfacing	--	--	1	--	--
N/A	Gabions	--	--	4-8 ^c	--	--

^aMinimum size in the least dimension

^bClass B and C stone - at least two (2) Fractured Faces.

^c70% to 80% Stone: at least four (4) inches but not more than eight (8) inches in the smallest dimension;
30% to 20% of the stone: no larger than four (4) inches in any direction.

**SPECIAL PROVISIONS
MODIFYING
SECTION 602: SLOPE AND EROSION PROTECTION STRUCTURES**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete 9. from **Section 606.5.1: Work Included in Payment** and replace with the following:

9. Hot/Warm Mix Asphalt Material, placement, and compaction;

SPECIAL PROVISIONS MODIFYING SECTION 632: REVEGITATION

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete the first paragraph of **Section 632.3.3: Pre-Seeding Conference** and replace with the following:

A mandatory pre-seeding conference called by the Project Manager shall be held on the Project before revegetation Work begins. Attending shall be the NMDOT Project Manager or representative, the NMDOT Landscape Architect or Revegetation Specialist, the General Contractor, and the Revegetation Contractor.

632.3.4 Seeding Classes

Delete **Table 632.3.4:1** and replace with the following:

**Table 632.3.4:1
Operations Sequence for Classes of Seeding**

Operation	Class		
	A	MOD A	C
Disk Seed bed to four (4)"	X	X	-
Apply fertilizer by broadcast, then disk to four (4)"	X	X	-
Apply one (1) inch compost mulch, disk to four (4)	X	X	-
Drill seed	X	-	-
Straw crimp; apply tackifier, dye	X	-	-
Track slopes with ridges horizontal and parallel to bottom of slope	-	-	X
Hand rake or chain harrow surface horizontally	-	X	X
Hydro apply seed, fertilizer, dye, tackifier	-	X	X
Scarify seeded areas horizontally to slope	-	-	X
Hydro mulch; apply tackifier, dye	-	X	X
Rock Mulch	-	-	X

Note: No seeding shall be applied on frozen ground

Key:

X = Required

- = Not Required

The Department defines the seeding classes as follows:

1. Class A = seeding with a drill seeder (slopes up to 3:1 or flatter)
2. Class C = seeding with hydro seeder (slopes steeper than 3:1 to a maximum of 2:1)

Delete **Section 632.3.18: Class C Slopes with over 50' of Slope Length** in its entirety and replace with the following:

Class C slopes in excess of 50' of slope length (measured along the slope face from toe to crest) shall have the following treatment.

The Contractor shall use Class G riprap for the lower portion of the slope from the toe upwards to the point where there will not be more than 50' of slope length covered with one (1) inch and no greater than 1 ½ inches in size rock mulch described in Section 632.2.5, "Rock Mulch for Class C Seeding," and Table 632.3.4:1, "Operations Sequence for Classes of Seeding." The Contractor shall place the riprap over the hydro-seeded and mulched surface in a way that does not damage the applied mulch treatment, shall be installed from the toe of the slope upwards and shall be one layer of Class G riprap in thickness.

SPECIAL PROVISIONS

MODIFYING

SECTION 663: UTILITY ITEMS

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 663.1.1 Terms**:

For the purposes of this Section, substitute “Engineer,” as it appears in the applicable sections of the NMSSPWC, with “Project Manager.” The Term “Owner” refers to the entity owning the affected utilities on this Project.

1. When possible, all conflict with existing utilities shall be avoided by minor adjustments to the alignment of proposed facilities or proposed infrastructure as directed by the Owner’s Project Manager. Where conflicts are determined to be unavoidable by the Owner’s Project Manager, the utility shall be relocated.
2. The Contractor shall follow requirements as detailed within Section 105.6 of the Standard Specifications.
3. In the event that a utility requires relocation, and the Utility owner is unable or unwilling to perform the relocation, per Section 105.6, “Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility per Section 104.2, “Extra Work.”
4. The utility relocation in each instance, shall be measured and paid on a lump sum basis. The Contractor shall submit a utility relocation estimate from the utility owner to the City of Santa Fe for review and approval, prior to the City of Santa Fe issuing approval for the relocation. The estimate shall include all material, labor, equipment, utility charges, and incidentals. Payment to the Contractor shall be made after relocation work has been completed and accepted by the City of Santa Fe. Payment for the work shall be made against Pay Item 663000, Utility Allowance. The City of Santa Fe initially shall consider this work as non-Participating work and payment to the contractor shall be made. Upon review of the utility relocation work by the NMDOT, in accordance with 23 CFR §645 and 17.4.2.19 NMAC thru 17.4.2.26 NMAC, the work, as performed by the Contractor, may be considered as Participating Work, and the City of Santa Fe shall be reimbursed for the work completed, by the NMDOT. If the NMDOT does not accept the work as Participating work, the work shall remain as non-Participating work, for which, the City of Santa Fe is responsible for, and will not be reimbursed by the NMDOT.
5. Potential Delay of Utility work which impacts the Contractors (CPM) schedule, shall be subject and in accordance with Section 104.2.2(2)

Delete the following from Section **663.4 Method of Measurement**

“The Department will measure pipes along the centerline of the pipe.”

Add the following to Section **663.4 Method of Measurement**

“Relocation work shall be made as a Lump Sum, for each instance, supported by a Relocation Estimate of the work proposed and approved by the Owner.”

Delete the following from Section **663.5 Basis of Payment**

“The Department considers the work described in this section to be included in the Contract.”

Add the following to Section 663.5, for new Pay Item 663000: UTILITY ALLOWANCE

663.5 BASIS OF PAYMENT

Pay Item

Pay Unit

Utility Allowance

Lump Sum

**SPECIAL PROVISIONS
MODIFYING
SECTION 701: TRAFFIC SIGNS AND SIGN STRUCTURES**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete the first paragraph of **Section 701.2.4.6: Inspection** and replace with the following:

Prior to fabrication, the Contractor shall provide the Project Manager all signing information, including text, for review and approval. The Department will inspect Material and finished signs before and after installation at the Project site.

SPECIAL PROVISIONS MODIFYING SECTION 704: PAVEMENT MARKINGS

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete the first paragraph of **Section 704.3.5: Rates and Tolerances for Painted Markings** and replace with the following:

The Contractor shall apply paint at a rate of 22 to 25 wet mills, (25.15 gal per mile of paint for a solid four (4) inch line and 6.31 gal per mile for a broken four (4) inch line) for permanent markings. The Contractor shall apply other permanent striping widths at appropriate multiples of these gal per mile rates, achieving 22 to 25 wet mills for solid and broken stripes.

Add the following to **Section 704.3.6: Dimension Tolerances**:

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

Delete the second paragraph of **Section 704.4: Method of Measurement** and replace with the following:

The Department will measure permanent and Temporary Retroreflectorized Painted Markings for four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24-inch widths using multiples of the applicable standard four (4) inch or six (6) inch width to calculate a total length. Legends, symbols, and specialty markings will be paid by each.

Delete the Pay Items from **Section 704.5: Basis of Payment** and replace with the following:

Pay Item	Unit
Retroreflectorized Painted Markings ___ inch	Foot
Temporary Retroreflectorized Painted Markings	Foot
Retroreflectorized Painted Arrow, Type ____	Each
Retroreflectorized Painted Word (____)	Each
Retroreflectorized Painted Symbol, Type ____	Each
Retroreflectorized Painted Railroad Crossing	Each

**SPECIAL PROVISIONS
MODIFYING
SECTION 704-A: TEMPORARY MARKING TAPE**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete Section **704-A.4 Method of Measurement** and replace with the following:

The Department will measure temporary Removable and Non-Removable Marking Tape by four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24-inch widths using inch widths to calculate a total length. Temporary words or symbols will be paid by each.

Delete Section **704-A.5: Basis of Payment** in its entirety and replace with the following;

Pay Item	Unit
Removable Marking Tape ____ inch	Linear Foot
Temporary Word or Symbol	Each

Section 704-A.5.1 Work Included in Payment

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

1. Repair or replacement of damaged striping due to Contractor's negligence or operations;
2. Furnishing, mixing, and applying adhesive or primers;
3. Standard surface preparation;
4. Mobile traffic control operations for traffic marking operations;
5. Removal of Removable Marking Tape and/or Temporary Word(s) or Symbol (s);
6. Repair or replacement of damaged Removable Marking Tape and Temporary Word(s) or Symbols(s).

**SPECIAL PROVISIONS
MODIFYING
SECTION 704-C: HOT THERMOPLASTIC MARKINGS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 704-C.3: Construction Requirements**:

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

**SPECIAL PROVISIONS
MODIFYING
SECTION 704-D: HOT THERMOPLASTIC MARKINGS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 704-C.3: Construction Requirements**:

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

**SPECIAL PROVISIONS
MODIFYING
SECTION 704-D: PREFORMED THERMOPLASTIC PAVEMENT MARKINGS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 704-D.3.1: Application**:

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

**SPECIAL PROVISIONS
MODIFYING
SECTION 713: SIGNAL AND LIGHTING SERVICE SYSTEMS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

The following is added to the paragraph below the Pay Items from **Section 706.5: Basis of Payment**:

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Power Service Installation.

SPECIAL PROVISIONS MODIFYING SECTION 713: DETECTORS

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete **Sections 713.2.2: Radar Presence Detector (RPD) and 713.2.2.1 thru 713.2.2.11** and replace with the following, respectively:

713.2.2 Radar Presence Detector (RPD)

The Contractor shall provide a Radar Presence Detector (RPD) sensor device which utilizes Frequency Modulated Continuous Wave (FMCW) radar to provide accurate vehicle detection at the stop bar. The RPD shall have the following features:

1. Detect the real-time presence of both moving and stopped vehicles within a 90° field of view extending from 6 feet to 140 feet from the sensor unit;
2. Automatic or manually configurable to provide detection in 16 zones and ten (10) lanes including curved lanes and lanes separated by islands or medians;
3. Provide detector outputs on 16 channels user-mappable to zones with both AND/OR logic and extend and delay functionality;
4. Capable of mitigating detections from wrong way or cross traffic;
5. Requires no cleaning or adjustment necessary to maintain performance; and
6. Housed in a watertight, corrosion-resistant enclosure compliant with the NEMA 250 Type 4X standard.

The RPD shall have the following operational requirements:

1. Radar Operating Frequency of 24.00 – 24.25 GHz (K-Band);
2. Low voltage operation at 10 - 28 VDC;
3. Low power consumption at less than 10 W;
4. Maintain accurate performance in all weather conditions including rain, freezing rain, snow, wind, dust, fog, and changes in temperature and light, including direct light on sensor at dawn and dusk.
5. Ambient operating temperature range of -40°F to 165°F; and
6. Operational in humidity up to 95% (non-condensing).

713.2.2.1 Radar Advance Detector

The Contractor shall provide Radar Advance Detector (RAD) sensor devices which utilize FMCW radar to provide accurate continuous tracking of vehicles approaching the intersection. The RAD shall have the following:

1. Detect and simultaneously track range and speed of 25 independent vehicles in an area extending from 50 feet to 600 feet from the sensor unit;
2. Dynamically tracks ETA-to-stop-bar as each vehicle changes speed;
3. Automatic or manually configurable to provide detection zones in 5-foot increments;
4. Provide eight (8) channel outputs with four alerts per channel (32 alerts) and four zones per alert (128 zones);
5. Support logic filters for zone output, combinational logic on zone outputs for alert output, and channel output from multiple alerts;
6. Support latched channel output controlled by alerts and timer;
7. Support delay and extend settings used for channel outputs;
8. Support user-configurable high-speed and low-speed detection filters in 1-MPH increments for each zone;
9. Support user-configurable ETA-to-stop-bar filters in 0.1-second increments for each zone;
10. Requires no cleaning or adjustment necessary to maintain performance; and
11. Housed in a watertight, corrosion-resistant enclosure compliant with the NEMA 250 Type 4X standard.

The RPD shall have the following operational requirements:

1. Radar Operating Frequency of 10.50–10.55 GHz (X-band);
2. Low voltage operation at 10 - 28 VDC;
3. Low power consumption at less than 10 W;
4. Maintain accurate performance in all weather conditions including rain, freezing rain, snow, wind, dust, fog, and changes in temperature and light, including direct light on sensor at dawn and dusk.
5. Ambient operating temperature range of -40°F to 165°F; and
6. Operational in humidity up to 95% (non-condensing).

713.2.2.2 Radar Detection Cabinet Interface Unit

The Contractor shall provide a Radar Detection Cabinet Interface Unit (RDCIU) which provides power, connectivity, and surge protection to the sensors (RPD's and RAD's); communicates the detector outputs to the traffic signal controller; and shall have the following features:

1. Compliant with applicable NEMA TS2-2003 standards;
2. Shelf-mounted or 19-inch rack-mounted as directed by the Department's Signal Lab;
3. Six (6) terminal block connectors for connecting to the sensors;
4. One (1) SDLC port for connecting to the traffic signal controller;
5. Communication ports (RJ-11, DB-9, mini-USB, and T-bus) for connecting to a computer to configure the sensors;
6. An Ethernet communication port to connect to the Cabinet Interface Unit via an IP network; and
7. Separate power switches to turn on/off each sensor.

The RDCIU shall have the following operational requirements:

1. Operate on power supply voltage of 100 - 240 VDC;
2. Output voltage to sensors of 24 VDC;
3. Power consumption at 120 W maximum;
4. Transient surge suppression conforming to IEC/EN 61000-4-5 level 3 on the AC power input; and
5. Transient surge suppression conforming to IEC/EN 61000-4-5 level 4 on the sensor ports.

713.2.2.3 Radar Detector Cable

The Contractor shall provide Radar Detector Cable as recommended by the manufacturer consisting of multi-conductor cable in a single jacket to provide the necessary conductors for power and communication between the sensor units and the cabinet interface unit. Conductor size shall be selected per the manufacturer's recommendation, taking into account the length of cable and the operational voltage of the sensor unit.

713.2.2.4 Mounting Hardware

The Contractor shall provide mounting brackets to securely attach the sensors to the traffic signal poles or mast arms with 3/4-inch steel banding. Brackets shall have two (2) hinged joints allowing two (2) axes of rotation for horizontal and vertical positioning. Mounting plate shall be directly compatible with the sensor mounting. Brackets shall be powder-coated aluminum with stainless steel hardware.

713.2.2.5 Warranty, Maintenance and Support

1. The Contractor shall obtain and assign to the Department all manufacturers guarantees or warranties which are normally provided as customary trade practice for items and Materials incorporated into the Work. In the absence of a manufacturer's guarantee, the Contractor shall warrant that mechanical and electrical Equipment and Material incorporated into the Work are free from any defects or imperfections in workmanship and Material for a period of one (1) year after partial Acceptance of the Project. The Contractor shall be responsible for repairing any malfunction or defect in any such Equipment or Material, which develops during the one (1) year period.
2. The Contractor shall supply two (2) sets of installation guides and user manuals for the Equipment incorporated in the Project, one (1) of which shall be submitted to the Project Manager with submittal of manufacturers shop drawings.
3. During the warranty period, technical support by toll-free telephone shall be provided by the manufacturer 24 hours per Day, 365 Days per year, and request for support by telephone shall be answered by manufacturer personnel within one hour.

Add the following to **Section 713.3: Construction Requirements**:

713.3.8 Radar Presence Detector

The Contractor shall install the Radar Presence Detector per the manufacturer's recommendations.

713.3.8.1 Mounting and Positioning

The Contractor shall mount each RPD and RAD sensor at the locations as shown on the Contract and as directed by the Section 713: Detectors

manufacturer's representative such that the sensor has an unobstructed view of the approach lanes.

The Contractor shall mount each RPD sensor at a height of 20 feet ±5 feet.

The Contractor shall mount each RAD sensor at a typical height of 25 feet or within the range of 17 feet to 40 feet.

The Contractor shall aim, tilt, and align each sensor per the manufacturer's recommendations and as directed by the manufacturer's representative.

713.3.8.2 Cabling and Connections

The Contractor shall route cabling from the RPD and RAD sensors into the signal pole or mast arm to the pole base and then via conduit to the controller cabinet. Radar Detector Cable shall be continuous from the sensor to the Cabinet Interface Unit with no splices.

The Contractor shall leave sufficient slack in the Radar Detector Cable at the sensor to allow aligning the sensor without causing cable strain and to provide a drip loop that drains rainwater away from the connector.

The Contractor shall apply silicone dielectric compound to the sensor unit connector before attaching the Radar Detector Cable.

The Contractor shall provide an SDLC cable as recommended by the manufacturer to connect the RDCIU to the Controller. In the case of multiple RDCIU's, provide SDLC wye cables or a SDLC Hub unit to connect the multiple SDLC devices to the controller.

Add the following Pay Items to **Section 713.5: Basis of Payment**:

Pay Item	Unit
Radar Advance Detector	Each
Radar Detector Cable	Foot
Radar Detection Cabinet Interface Unit	Each

Delete **Section 713.5.1 Work Included in Payment** and replace with the following:

The following Work and items shall be considered as included in the payment for Radar Presence Detector or Radar Advance Detector and will not be measured or paid for separately:

1. RPD or RAD sensor unit;
2. Mounting bracket, steel banding and hardware; and
3. Silicone dielectric compound.

The following Work and items shall be considered as included in the payment for Radar Detection Cabinet Interface Unit and will not be measured or paid for separately:

1. AC power cord;
2. Rack or shelf mounting hardware;
3. SDLC Cable(s), SDLC wye cable(s); and
4. Multiport SDLC hub unit.

SPECIAL PROVISIONS MODIFYING SECTION 716: LUMINAIRES

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete the second and fourth paragraph of **Section 716.2.1.5.3: Photometric Requirements** and replace with the following, respectively:

The Contractor shall provide a nominal corrected color temperature (CCT) range of 2,700K to 4,500K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

The Contractor shall provide Luminaire with a minimum efficacy of 100 lumens per watt. The Luminaire shall provide a rated life of 70,000 hours when operated at 77°F (25°C) for 12 hours per Day. The Luminaire shall deliver a minimum of 70% of initial delivered lumens after 70,000 hours of operation. The Contractor shall provide a TM-21 calculation and lumen depreciation factor calculated at 25°C at 70,000 hours upon request.

Delete the fourth to the last paragraph and the third to the last paragraph of **Section 716.2.3: LED High Mast Luminaire** and replace with the following, respectively:

The Contractor shall provide High Mast Luminaire with a minimum efficacy of 100 lumens per watt.

The Contractor shall provide a nominal corrected color temperature (CCT) range of 2,700K to 4,500K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

Delete the fourth to the paragraph and the third to the last paragraph of **Section 716.2.4: Area Luminaire and Ornamental Luminaires** and replace with the following, respectively:

The Contractor shall provide Area and Ornamental Luminaire with a minimum efficacy of 100 lumens per watt.

The Contractor shall provide a nominal corrected color temperature (CCT) range of 2,700K to 4,500K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

Delete the second to the last paragraph of **Requirements Section 716.2.5: Underpass Luminaire** and replace with the following:

The Contractor shall provide a nominal corrected color temperature (CCT) range of 2,700K to 4,500K in accordance with NEMA C78.377. The color rendering index (CRI) shall be 70 or greater.

**SPECIAL PROVISIONS
MODIFYING
SECTION 902: QUALITY CONTROL**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete **Section 902.10: Basis of Payment** in its entirety.

**SPECIAL PROVISIONS
MODIFYING
SECTION 904: QUALITY LEVEL ANALYSIS (QLA)**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

904.1 Description Quality Level Analysis

Delete reference to Table 901.7:1, "Quality Level Analysis by the Standard Deviation Method Upper Quality Index QU or Lower Quality Index QL" from Equation(s) 6 and 7 and replace with the following:

Table 904.1:3 "Quality Level Analysis by the Standard Deviation Method Upper Quality Index QU or Lower Quality Index QL".

**PECIAL PROVISIONS
MODIFYING
SECTION 906: MINIMUM TESTING REQUIREMENT'S (MTR'S)**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Delete **Section 906: MINIMUM TESTING REQUIREMENT'S (MTR'S)** in its entirety and replace with the following:

906.1 DESCRIPTION

906.1.1 General

This work consists of Minimum Testing Requirement's (MTR's) for the T/LPA and Contractor which includes construction sampling, tests, and testing frequencies of materials incorporated into the Work for acceptance and quality control.

906.1.2 T/LPA Minimum Testing Requirements

Table 906.1.2:1 - EARTHWORK					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Embankment, Unclassified Excavation (Section 203)	In-Place Density and Moisture	Roadway	1 per 2,000 C.Y.	N/A	1 per 50,000 C.Y. or minimum 1 per project
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile / Roadway	1 per material type per 20,000 C.Y.		1 per 50,000 C.Y. or minimum 1 per project if less than 50,000 C.Y.
Borrow (Section 203.2.1.3)	AASHTO T-190 R-Value, Soils Classification	Borrow Pit	N/A	1 per 10,000 C.Y.	N/A

Table 906.1.2:1 - EARTHWORK					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Road Bed Embankment (Section 203.3.5.1)	In-Place Density and Moisture	Roadway	1 per 2,500 S.Y.	N/A	Minimum 1 per project
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		
Foundations / Backfill for Culverts and Minor Structures (Section 206)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 1 per project
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
	Gradation		1 per 500 C.Y.	1 per material type	N/A
	Electrochemical, where specified.	N/A			
Subgrade Preparation (Section 207)	In-Place Density and Moisture	Roadway	1 per 3,000 S.Y.	N/A	1 per 30,000 S.Y. or minimum 1 per project if less than 30,000 S.Y.
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		
Linear Grading and Blading and Re-shaping (Sections 208, 209)	In-Place Density and Moisture	Roadway	1 per half mile	N/A	1 per 5 miles
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		

*Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:1 - EARTHWORK

Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Backfill for Major Structures (Section 210)	In-Place Density and Moisture	Structure	See Table A	N/A	1 per 5,000 C.Y.
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		Minimum 1 per project
	Gradation				
Treated Subgrade (Section 306)	In-Place Density and Moisture	Roadway	1 per 3,000 S.Y.	N/A	1 per 30,000 S.Y. or minimum 1 per project if less than 30,000 S.Y.
	Gradation				
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		
	AASHTO T-290 Sulfate Testing	Borrow Pit	N/A	1 per 10,000 C.Y.	N/A
Backfill for Mechanical Stabilized Earth (MSE) Retaining Structures (Section 506)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 1 per project
	Moisture/ Density Tests (Proctor)	Stockpile	1 per material type	1 per material type	
	Gradation, PI		1 per 500 C.Y.		
	Soils Classification Direct Shear, Electro Chemical		N/A		N/A
Foundations for Slope and Erosion Protection Structures (Section 602)	In-Place Density and Moisture	Structure	1 per structure	N/A	N/A
	Moisture / Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		

Table 906.1.2:1 - EARTHWORK

Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Backfill for Soil and Drainage Geotextiles (Section 604)	In-Place Density and Moisture	Roadway	1 per lift	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Backfill for Drains (Section 605.3.4)	In-Place Density and Moisture	Roadway	1 per 1,000 L.F.	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations for Sidewalks, Drive Pads and Concrete Median Paving (Section 608)	In-Place Density and Moisture	Roadway	1 per 150 S.Y.	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		
Bed Course Material for Sidewalks, Drive Pads and Concrete Median Paving (Section 608)	In-Place Density and Moisture	Roadway	1 per 150 S.Y.	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations for Curb and Gutter (Section 609)	In-Place Density and Moisture	Roadway	1 per 500 L.F. or as site locations require	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		

Table 906.1.2:1 - EARTHWORK

Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Bed Course Material for Curb and Gutter (Section 609)	In-Place Density and Moisture	Roadway	1 per 500 L.F. or as site locations require	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations / Backfill for Cattle Guards (Section 610)	In-Place Density and Moisture	Structure	See Table A	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Bedding Material for Cattle Guards (Section 610)	In-Place Density and Moisture	Structure	1 per structure	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations / Backfill for Drop Inlets and Junction Boxes (Section 623)	In-Place Density and Moisture	Structure	See Table A	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		
Foundations / Backfill for Utilities (Section 660)	In-Place Density and Moisture	Structure	See Table A	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		

Table 906.1.2:2 - TABLE A

STRUCTURE DEFINITIONS, FOUNDATION AND BACKFILL REQUIREMENTS FOR ACCEPTANCE

1. Transverse or skewed culvert or concrete box culvert (CBC), not connected to an underground drainage network, including end sections, wing walls if backfilled simultaneously, structural plate pipe, storm drains, and sewer lines (Note 1):

Foundation: One density per 100 linear feet. For pipe in a battery, up to 4 pipes may be considered as a unit for purposes of foundation density.

Backfill Density: 1 per 2 foot of fill per side* and to top of trench per 100 linear feet (Note 2).

* For a battery of pipes, the number of backfill densities required will be as follows:

One-Half (1/2) of the required densities for up to 4 pipes.

One-Third (1/3) of the required densities for more than 4 pipes.

2. End section or CBC wing wall if backfilled separately from culvert pipe or CBC (Note 2):

Backfill Density: 1 per 2 foot of fill per side.

3. Drop inlet (D.I.), junction box, cattle guard, light and signal base, manhole, etc.:

Foundation: 1 per structure.

Backfill Density: 1 per 2 foot of fill.

4. Underground drainage network including interruptions such as D.I., manhole, junction box, plug, service connection, slotted drain, etc., if backfilled simultaneously:

Foundation: One per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per side and to top of trench per 100 linear feet (Note 2).

5. Retaining wall / MSE wall:

Foundation: One foundations density per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per 100 linear feet.

6. Bridge abutment back wall, wing wall or approach slab:

Backfill Density: 1 per 6 inches of fill.

7. Pier footing:

Foundation: 1 per footing.

Backfill Density: 1 per 6 inches of fill.

8. Waterlines, electrical conduit, telephone cable or gas line, etc., within roadway prism (traveled area and shoulder) if trench width sufficient for density testing:

Foundation: One per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per 100 linear feet.

9. Waterline, electrical conduit, telephone cable or gas line, etc. outside the roadway prism (traveled area and shoulders) if trench width sufficient for density testing:

Foundation: 1 per 300 linear feet.

Backfill Density: 1 per 2 foot of fill per 300 linear foot.

Notes:

1. All extensions will be considered increments and as such structure units.
2. Determination of Backfill Depths Governing Minimum Testing Criteria Requirements:
 - a. When backfill construction is performed in trench conditions, the depth of compacted backfill to be tested shall be measured from the foundation to the top of the trench.
 - b. When backfill construction is performed in non-trench conditions, the depth of compacted backfill to be tested shall be determined through the use of the appropriate NMDOT standard drawings.
 - c. When one type of material is used for multiple items, only one proctor will be required per material type.

Table 906.1.2:3 - BASE COURSE					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Base Course (Section 303)	In-Place Density and Moisture	Roadway after compaction	1 per 2,000 tons	N/A	1 per 20,000 tons with Agency or minimum 1 per project
	Moisture/Density Tests (Proctor)	Stockpile	1 per material type		
	Gradations	Processed material from windrow or stockpile	1 per project		
	FF, LL, PI		1 per 4,000 tons		
	Thickness	Roadway after compaction	1 per 1,000 tons		

Table 906.1.2:4 - AGGREGATES					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Processing, Placing and Compacting Existing Pavement (Section 302)	In-Place Density	Roadway	1 per 1,000 S.Y.	N/A	1 per 50,000 S.Y. or minimum 1 per project
	Gradation (Dry field sieve verification per TTCP)		1 per 5,000 S.Y.		
Rip Rap Material (Section 602)	LA Wear & Soundness (AASHTO T-96 AASHTO T-104)	Source	N/A	1 per year per pit	N/A

*Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:5 - MINOR PAVING HOT MIX ASPHALT (HMA)/Warm Mix Asphalt (WMA)					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
HMA/WMA Minor Paving (Section 416)	Asphalt Content (Strap Method)	Asphalt Plant	N/A	1 per day	N/A
	Air Voids	Roadway	3 per lot	N/A	Minimum of 1 per project over 5,000 tons
	Roadway Compaction Nuclear Densometer *		10 per lot	Contractor to provide three (3) cores for Correlation of Densometer	N/A
	Thickness		1 per lot	Obtain Cores	
Open Graded Friction Course (Section 403)	Gradation, FF	Cold Feed	1 per 3,000 tons with a minimum of 1 per day	1 per 250 tons 1st 2,000 tons then 1 per 500 tons after 2,000 tons	Minimum 1 per project
		Crushing	N/A	1 per 1,000 tons	
	Performance Graded Asphalt Binder	From storage tank or Delivery Truck	1 sample consisting of three separate 1-quart increments per Project	Samples will be obtained by contractor personnel and observed by Department personnel	N/A

Table 906.1.2:6 - Asphalt Recycling					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Hot In-Place Recycling (Remixing Method) (Section 412)	Roadway Density (Nuclear Densometer)	Roadway	1 per 3,000 S.Y.	N/A	N/A
Single-Machine Hot In-Place Surface Repaving (Section 413)	Roadway Density (Nuclear Densometer)	Roadway	1 per 3,000 S.Y.	N/A	N/A
	HMA/WMA	Windrow / Hopper	See Section 416 Minor Paving		

Table 906.1.2:6 - Asphalt Recycling					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Pavement Surface Restoration (In- Situ) (Section 415)	Roadway Density	Roadway	1 per 3,000 S.Y.	N/A	N/A
	Bulk Specific Gravity		2 sets per day		
Performance Graded Asphalt Binder (Section 402)	If required in the Contract Documents	N/A	N/A	N/A	N/A

Table 906.1.2:7 - Asphalt Mineral Admixture Materials					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Asphalt Emulsion (Section 402)	The manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A
Mineral Admixtures (Section 402)	The manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A

*Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

**Table 906.1.2:8 - MAJOR PAVING (Sections 423/424 / 900's)
HOT MIX ASPHALT (HMA), WARM MIX ASPHALT (WMA)**

Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
HMA/WMA Superpave (Section 423/424)	Asphalt Content, Gradation, Gmm, Gmb, Air Voids, VMA, VFA, DP	Roadway	1 per 5,000 tons. Gmm will be determined at least once per day.	1 per 2,000 tons. Gmm will be determined at least twice per day.	Minimum 1 per project
	Roadway Compaction (Cores)				
	Roadway Compaction (nuclear/non- destructive)	Cold Feed before addition of Mineral Admixtures	N/A	As needed	N/A
	FF, , SE, F&E, FAA, Moisture				
Performance Graded Asphalt Binder (Section 402)	If required in the Contract Documents	N/A	N/a	N/A	N/A
Asphalt Emulsion (Section 402)	The manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A
Mineral Admixtures (Section 402)	The manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A

*Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:9 - Non QLA PORTLAND CEMENT CONCRETE					
Minor Structures, Curb & Gutter, Side Walks, etc. (509, 510, 511, 521)					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project

Table 906.1.2:9 - Non QLA PORTLAND CEMENT CONCRETE					
Minor Structures, Curb & Gutter, Side Walks, etc. (509, 510, 511, 521)					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project
	FF, F&E		N/A	Minimum 1 per project per course aggregate type	N/A
Non-Shrink Mortar Aggregate	Manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	NA	N/A
Project Acceptance Test	Compressive Strength Cylinders and Plastic Properties (Slump, Unit Weight, Calculated Air Content, Temperature)	See Table B	Each mix design per day of placement. Test the first three loads, with one randomly sampled for one set of cylinders. Sample for testing and cylinders, one random load from each subsequent 6 load subplot.	N/A	1 per project

Table 906.1.2:10 - Non QLA PORTLAND CEMENT CONCRETE					
Major Structures, Substructures, Drilled Shafts (502, 509, 510, 511, 521)					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project

Table 906.1.2:10 - Non QLA PORTLAND CEMENT CONCRETE					
Major Structures, Substructures, Drilled Shafts (502, 509, 510, 511, 521)					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project
	F.F, F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A
Non-Shrink Grout Aggregate	Manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Calculated Air Content, Temperature)	See Table B	Each mix design per day of placement. Test the first three loads, with one randomly sampled for one set of cylinders. Sample for testing and cylinders, one random load from each subsequent 6 load subplot.	Each mix design per day of placement. Test the first three loads and one load from each 6 load subplot for plastic properties.	1 per project

Table 906.1.2:11 - Non QLA PORTLAND CEMENT CONCRETE PAVEMENT (509,451)						
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*	State Materials Bureau
					Project Approach	
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Air Content, Temperature)	See Table B	Each mix design per day of placement. Test the first three loads, with one randomly sampled for one set of cylinders. Sample for testing and cylinders, one random load from each subsequent 6 load subplot.	Each mix design per day of placement. Test the first three loads and one load from each 6 load subplot for plastic properties.	1 per 10,000 S.Y.	N/A
	Thickness	Roadway	1 per 300 cy	N/A	N/A	
Environmental Conditions	Evaporation Rate	Placement Site	N/A	Evaporation Potential determined at intervals not greater than 5 minutes until final curing system in place	N/A	N/A

Table 906.1.2:12 - Non QLA Superstructure Concrete (509, 510, 512)

Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*	State Materials Bureau
					Project Approach	
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Air Content, Temperature)	See Table B	Each mix design per day of placement. Test the first three loads, with one randomly sampled for one set of cylinders. Sample for testing and cylinders, one random load from each subsequent 3 load subplot.	Each mix design per day of placement. Test the first three loads and one load from each 3 load subplot for plastic properties.	1 per 300 cy	N/A
Environmental Conditions	Evaporation Rate	Placement Site	N/A	Evaporation Potential determined at intervals not greater than 5 minutes until final curing system in place	N/A	N/A

Table 906.1.2:13 - QLA PORTLAND CEMENT CONCRETE PAVEMENT (450)

Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*	State Materials Bureau
					Project Approach	
Fine Aggregates	Gradation	Stockpile	1 per week during concrete production	1 per day per day of production	Minimum 1 per project	Referee Testing
Coarse Aggregates	Gradation, F.F., F&E	Stockpile	1 per week during concrete production	1 per day per day of production	Minimum 1 per project	Referee Testing
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Calculated Air Content, Temperature)	See Table B	1 per 500 C.Y.	One set of cylinders from one of the first three trucks. 1 set per 125 C.Y. thereafter	1 per 2,500 cy	Referee Testing
			1 per 500 C.Y.	For each of the first three trucks. 1 set per 125 C.Y. from the trucks selected for compressive strength testing thereafter.		
	Thickness	Roadway	1 per 5,000 S.Y.	1 per 2,500 S.Y.	N/A	
Environmental Conditions	Evaporation Rate	Placement Site	N/A	Evaporation Potential determined at intervals not greater than 5 minutes until final curing system in place	N/A	N/A

Table 906.1.2:14 - TABLE B

<u>Method of Placement</u>	<u>Sample Location</u>
Pumped	Point of discharge from pump into structure
Direct Discharge from Truck	At end of discharge chute of truck
Crane and Bucket	From discharge chute of bucket
Conveyor belt	From material on roadway after being discharged from conveyor
Slip Form (Curb and Gutter/Barrier Walls)	Point of discharge into extrusion machine
Slip Form Paver (PCCP)	From grade in front of paving machine
Drill Shafts	At end of discharge chute of truck

Table 906.1.2:15 - Tolerances for Comparison of Independent Assurance Sample Tests to Acceptance and Process Control Tests

<u>CHARACTERISTICS</u>	<u>TOLERANCES</u>
Moisture/Density Test (Proctor)	± 3.0 PCF*, ± 2 Units for Moisture
In Place Moisture/Density (Roadway)	± 3.0 PCF, ± 2 Units for Moisture
Plasticity Index (P.I.)	± 3 Units
*Only if proctors are run by both District and Project. If proctors are not run by both District and Project ± 5.0 PCF	
<u>GRADATION</u>	<u>TOLERANCES</u>
1 1/2" to 3/4"	± 6 Units
1/2" to No. 4	± 5 Units
No. 8 through No. 200	± 4 Units
Fractured Faces	± 5 Units
Flat & Elongated	± 5 Units
Fine Aggregate Angularity	± 3 Units
Sand Equivalent	± 4 Units
Aggregate Specific Gravity	± 0.020
<u>CONCRETE</u>	<u>TOLERANCES</u>
Slump	± 0.5 Inch
Unit Weight	± 2.0 PCF
Compressive Strength	Within-test coefficient of variation less than 5 %

<u>HOT MIX ASPHALT (HMA)/ WARM MIX ASPHALT (WMA)</u>	<u>TOLERANCES</u>
Roadway Density (Cores from project, retained by Agency and Contractor Personnel)	± 0.025 Units
Density (Nuclear)	± 4 Units
VMA	± 1.0 Units
Asphalt Content (Ignition Burn Oven)	± 0.50
Bulk Specific Gravity at Ndes	± 0.025 Units
Maximum Specific Gravity	± 0.020 Units
Air Voids	± 1.5 Units

**SPECIAL PROVISIONS
FOR
SECTION 107: LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND
RESPONSIBILITY TO THE PUBLIC**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

107.1 DESCRIPTION

The Contractor shall provide all Work as specified in the Environmental Commitments Plan Sheet(s).

107.2 MATERIALS

107.2.1

Materials shall conform to the requirements specified in the Environmental Commitments Plan sheet(s), referenced Plan details, specifications provided in the Contract, and Standard Specifications.

107.3 CONSTRUCTION REQUIREMENTS

107.3.1

All construction shall be in conformance with Environmental Commitments Plan sheets, referenced Plan details, specifications provided in the Contract, and Standard Specifications.

107.4 METHOD OF MEASUREMENT - RESERVED

107.5 BASIS OF PAYMENT

107.5.1

The accepted Work will be paid for at the Contract Bid Item Price (Lump Sum). Payment shall be full compensation for furnishing all Materials, tools, labor, Equipment, hauling, and any other appurtenances necessary to satisfactorily complete all Work associated with the Environmental Commitments specified in the Contract.

Pay Item	Pay Unit
Environmental Commitments	Lump Sum

**SPECIAL PROVISIONS
FOR
SECTION 107: LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND
RESPONSIBILITY TO THE PUBLIC**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add to the Beginning of Paragraph 6 of **Section 107.14.1**, with the following:

“The Project shall be monitored under a plan by a permitted archaeologist pursuant to 4.10.8.8.C(1) NMAC. If previously undocumented prehistoric or historic properties are identified at these or any location during construction, all ground-disturbing activities within 100 feet of the materials shall immediately cease and measures shall be taken to protect the property. The Project Manager shall notify the NMDOT Environmental Bureau within 24 hours of the discovery who will then notify NM State Historic Preservation Officer and appropriate parties to consult on procedures to respond to the discovery including the guidance outlined in 36 CFR 800.13 Post-review discoveries and NMAC 4.10 Cultural Properties and Historic Preservation.”

The Monitoring shall be completed by “Others”, in accordance with the approved “Archaeological Monitoring Plan for the City of Santa Fe’s North Guadalupe Street Reconstruction Project from Agua Fria Street to Paseo de Peralta in the City of Santa Fe, Santa Fe County, New Mexico, District 5.”

The Contractor shall coordinate all ground-disturbing activities with “Others.” The Project CPM Schedule shall be shared with “Others”, and “Others” shall be invited to all Project Construction Meetings. The City of Santa Fe shall delineate whom “Others” will be for contact information and provided to the Contractor.

Construction costs associated with the Protection of Discoveries shall be considered **Incidental to Pay Item 107000**.

Construction Delays associated with Discoveries shall be subject to **Section 108.6 Determination and Extension of Contract Time, Section 109.11.2: Delay, Section 109.11.2.1: Additional Time for Delay, and Section 109.11.2.2: Compensation for Delay, of the Standard Specifications.**

SPECIAL PROVISIONS FOR SECTION 511: CONCRETE STRUCTURES

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 511.2.1: PORTLAND CEMENT CONCRETE:**

The Contractor shall use concrete mixes that have been designed in accordance with Section 509, "Portland Cement Mix Designs" and approved for use on NMDOT Projects by the State Materials Bureau for the freeze/thaw risk zone in which the Project is located. A higher risk zone concrete may be substituted.

Concrete shall be colored with Davis Color 5237; San Diego Buff (or approved equal), in accordance with manufacturers mixing recommendations.

Sample Panel shall be submitted in accordance with Section 608.3.5.

Pay Items subject to colored concrete are as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT
511000	STRUCTURAL CONCRETE CLASS AA	CY

CN S100460

SPECIAL PROVISIONS FOR SECTION 533-B: EMBEDDED GALVANIC ANODES

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

533-B.1 DESCRIPTION

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

The Contractor shall furnish all Materials, storage, handling, tools, Equipment, labor, and other appurtenances necessary to complete the Work.

533-B.2 MATERIALS

533-B.2.1

The Contractor shall furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 100 grams (3.5 oz) of electrolytic high-grade zinc in compliance with ASTM B 418 Type II cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14 or encased in a Material that uses activation methods to assure performance. The anodes shall have one side that is less than 1-1/2" in height.

533-B.2.2

The Contractor shall use repair mortars and concretes in accordance with Standard Specifications Section 533, "Concrete Structure Repair" and shall be Portland cement-based Material with suitable electrical conductivity less than 15,000 ohm-cm. Repair mortars shall be tested and approved Acceptable, by the manufacturer of the galvanic anodes or independent testing agency, for use as a low resistive conductive Material meeting the requirements of <15,000 ohm-cm. Non-conductive repair Materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. The repair mortars or concretes shall be submitted to the Project Manager for approval. The repair mortar and concrete Material will be paid for under Standard Specifications Section 533, "Concrete Structure Repairs".

533-B.3 CONSTRUCTION REQUIREMENTS

533-B.3.1 Galvanic Anode Installation

The Contractor shall install the galvanic anodes per the manufacturer's installation instructions. The manufacturer's installation instructions shall be the governing document. If manufacturer installation instructions do not exist, the following shall apply:

1. The Contractor shall install anodes along the perimeter of the repair or interface at a maximum spacing of 24 inches. The spacing may be reduced to match the spacing of the existing rebar;
2. The Contractor shall install anodes and repair Material immediately following preparation and cleaning of steel reinforcement. The Contractor shall pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition before completing the repair. The Contractor shall not soak the anode units for greater than 20 minutes;
3. The Contractor shall provide sufficient clearance between anodes and substrate to allow repair Material to encase anode;
4. The Contractor shall secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tie wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement and
5. Electrical Continuity
 - 5.1 The Contractor shall confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter;
 - 5.2 Electrical connection is Acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV;
 - 5.3 The Contractor shall confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire;
 - 5.4 Electrical continuity is Acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV and
 - 5.5 The Contractor shall furnish the Department with a multi-meter to independently check the electrical connection. The multi-meter will be retained by the Department.

533-B.4 METHOD OF MEASUREMENT

The Embedded Galvanic Anodes will be measured by each.

533.B.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Embedded Galvanic Anodes	Each

533-B.5.1 Work Included in Payment

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

1. Multi-meter

**SPECIAL PROVISIONS
FOR
SECTION 601: REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 601.3.2 Removal of Bridges, Culverts and Other Drainage Structures:**

601.3.2.1 Partial Removal of Bridge Elements

If partial removal is specified, the partial removal shall be in accordance with Section 533.3, "Construction Requirements".

Add the following to **Section 601.5.1: Work Included in Payment:**

4. Means and methods associated with partial removal of Bridge elements

**SPECIAL PROVISIONS
FOR
SECTION 608: SIDEWALKS, DRIVEPADS, AND CONCRETE MEDIAN PAVEMENT**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to Section 608.2.1: The Contractor shall provide Class A or Class F concrete in accordance with Section 510, Portland Cement Concrete. Concrete shall be colored with Davis Color 5234; San Diego Buff (of approved equal), in accordance with manufacturers mixing recommendations.

Sample Panel shall be submitted in accordance with Section 608.3.5.

Pay Items subject to colored concrete are as followed:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT
608004	CONCRETE SIDEWALK 4"	SY
608006	CONCRETE SIDEWALK 6"	SY
608106	DRIVE PAD 6"	SY

SPECIAL PROVISIONS FOR SECTION 609: CURB AND GUTTER

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 609.2.1**:

The Contractor shall construction PCC curb and gutter with Class A or Class F concrete in accordance with Section 510:

Portland Cement Concrete. The Contractor shall provide Class A concrete is being cast directly into forms and Class F in the concrete is being slip-formed. Concrete shall be colored with Davis Color 5237; San Diego Buff (or approved equal), in accordance with manufacturers mixing recommendations. The Contractor shall submit a sample panel at least two (2) ft x two (2) ft, showing color and texture, to the Project Manager for approval before starting Work on the Curb and Gutter. The Contractor shall use the approved sample panel as a standard for the installation of the Curb and Gutter.

Pay Items subject to colored concrete are as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT
609412	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X12"	LF
609416	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X16"	LF
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LF
609430	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X30"	LF
609708	CONCRETE LAYDOWN CURB 8"	LF

SPECIAL PROVISIONS FOR SECTION 618-A: PUBLIC AWARENESS

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

618-A.1 DESCRIPTION

618-A.1.1 The Contractor shall be responsible for all media notifications to perform public awareness for the Project.

The Contractor, through his Traffic Control Supervisor (TCS) and the Department's Public Information Officer (PIO), shall keep the public informed through the media. Public awareness shall consist of providing information on the general scope of the Project, all milestones, and any other information required by the Department, as directed and approved by the Project Manager.

618-A.2 PRE-CONSTRUCTION REQUIREMENTS

The Contractor shall provide at the Pre-Construction Conference, a plan for public awareness by both newspaper and radio at the vicinity shown in the Contract. The plan shall also provide information on any other radio station, or media, useful for public awareness throughout the Project.

The Contractor shall also provide a plan for notifying the traveling public (i.e. temporary signs), indicating the radio stations and media used for public awareness.

618-A.3 PUBLIC NOTIFICATIONS

618-A3.1 Public Notifications

The Contractor shall provide radio spots on local and surrounding radio stations, as well as ads in the local and surrounding newspaper(s) regarding Project information.

Prior to any media submittal, the Traffic Control Supervisor shall prepare and submit statements for approval to the Public Manager concerning lane or road closures, emergencies, utility disruptions, hazardous conditions, delays, weekly Project activities and Work plan, or any other Department requested information about the Project.

Immediately after the Project Manager has approved the submitted statements, the Traffic Control Supervisor shall coordinate with, and submit all approved statements to the Department's PIO. The Department's PIO will submit all approved statements to the media.

618-A.4 BASIS OF PAYMENT

Public Awareness will be paid for the actual costs incurred. The Contractor shall provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Public Awareness.

Payment shall be considered full compensation for all associated media expenses and all necessary coordination between the Contractor's TC and the Departments PIO.

Pay Item

Public Awareness

Pay Unit

Lump Sum

SPECIAL PROVISIONS FOR SECTION 633-A: PRE-CONSTRUCTION UTILITY SURVEY

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

663-A.1 DESCRIPTION

This Work shall consist of, but not be limited to, identifying and establishing locations of existing underground and overhead utilities within the Project limits and determining how those utilities will be impacted by the Project. This Work shall include all necessary research, field investigations, test holes, plotting, and recommendations relative to impacts on existing or proposed utility systems by Highway and/or Bridge construction. The Subsurface Utility Engineering (SUE) Contractor (SUE Contractor) shall comply with the requirements set forth in the Department's Survey Manual, Utilities Manual, NMAC 17.4.2, and the latest Standard Specifications for Highway and Bridge Constructions. This Work shall be complete prior to any subsurface excavation unless authorized by the Project Manager.

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

663-A.1.1 Scope of Subsurface Utility Engineering Services

The Contractor shall perform all the necessary tasks required to research, designate, locate, plot and tie existing and/or proposed utilities within the Project limits. The scope of services shall be conducted in four (4) Work activities described as follows:

663-A.1.1.1 Research of Records

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

663-A.1.1.2 Designate

For the purpose of this Contract, "designate" shall mean to determine the existence of and accurate horizontal location of underground utilities, using geophysical prospecting techniques including, but not limited to, electromagnetic and sonic methods. Accurate shall mean within one (1) foot to two (2) feet, unless the Project Manager specifies a more precise tolerance for the location(s). The Contractor shall excavate preliminary test holes for the purpose of determining the general depth of the utility line. Any markings on the sidewalks or roadway for survey identification shall be of a temporary nature (Kiel, chalk, spray chalk, nails, etc.) and shall not damage the surface in any manner. The designating service shall be done at no cost to the Department and shall be considered with the Project Manager and completed prior to presented at the Pre-Construction Conference. Work shall be presented in a Plan format relative to new construction installed.

663-A.1.1.3 Locate

For the purpose of this Contract, "locate" shall mean to obtain precise horizontal and vertical positions of the utility facility by excavating test holes (Level A SUE). The Contractor shall locate utilities at all locations where potential conflicts have been

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

The Contractor shall record these locations onto the construction Plans. The Contractor shall also plot horizontal locations on a plan sheet(s) and vertical elevation on a profile and cross-section sheet(s).

663-A.2 MANPOWER, INSURANCE AND EQUIPMENT

Subsurface utility engineering services shall be provided by personnel who are qualified to and experienced in subsurface utility engineering. These personnel shall be pre-approved by the Project Manager in coordination with the Utility Section. Submittal of the requirements listed below shall be approved by the Project Manager prior to beginning the Work.

663-A.2.1

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

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

663-A.2.2

The SUE Subcontractor shall have and maintain professional liability insurance that covers their subsurface utility operations and insurance for their professional services that will hold the Department harmless for errors and omissions which shall remain in effect for a minimum of three (3) years after the completion of the Project.

663-A.2.3

The Subcontractor shall list the quantity and different types of Equipment that will be used for designating and locating services.

663-A.3 METHOD OF MEASUREMENT

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

663-A.4 BASIS OF PAYMENT

Pay Item	Pay Unit
Pre-Construction Utility Survey	Lump Sum

663-A.5.1 Work Included in Payment

The Department will consider as included in the payment for the Pre-Construction Utility Survey and will not measure or pay separately for the following Work:

1. Equipment and supplies required for the Work;
2. Research, designating and surveying, locating, excavating test holes, surface identification and monumentation, plotting and tying, analysis and recommendations;

3. Personnel; sub-consulting; travel, accommodations and expenses incurred by personnel and subconsultants for the required Work;
4. Necessary permits;
5. Fees incurred from notifying Blue Stake or One Call; and
6. Contractor Liability Insurance.

**SPECIAL PROVISIONS
FOR
SECTION 702-C: TRAFFIC CONTROL DEVICES FOR CONSTRUCTION and TRAFFIC
CONTROL DEVICES FOR PEDESTRIANS AND BICYCLISTS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

702-C.1 DESCRIPTION

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 Plans to the Project Manager, for review and approval by the District Traffic Engineer/or Local Government Agency Engineer or designee, prior to beginning construction operations.

The Contractor shall submit a summary of all necessary traffic control devices for this Project in the formatted indicated in Table 702-C.1.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" to the Project Manager at least two (2) weeks prior to the Pre-Construction Conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with Section 702 referenced, devices descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated Work and Materials defined in Standard Specifications Section 702, "Construction Traffic Control Devices", including all revisions. The Contractor will not be allowed to initiate any Work on the Project until Table 702-C.1.:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" has been provided to the Project Manager.

**Table 702-C.1:1
Traffic Control Devices for Construction**

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.	989.5		
Steel Posts and Base Posts for Construction Signing	Lin. Ft.	1165.5		
Multi-Directional Slip Base Posts for Construction Signing	Each			
Portable Sign Support	Each	6.0		
Barricade, Type I	Each			
Barricade, Type II	Each			
Barricade, Type III-6 Ft.	Each			
Barricade, Type III-8 Ft.	Each	10.0		
Vertical Panel, Type Single	Each			
Vertical Panel, Type Back-to-Back	Each	194.0		
Construction Traffic Marker	Each			
Channelization Devices Type Drum	Each	153.0		
Traffic Cones	Each			
Sequential Arrow Display	Each	1.0		
Temporary Portable Rumble Strips	Lin. Ft.			
Total For Item 702810 Traffic Control Devices for Construction (Lump Sum)			\$	

**Table 702-C.1:2
Traffic Control Devices for Pedestrians and Bicyclists**

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.	49.0		
Steel Post and Base Post for Construction Signing	Each	210.0		
Vertical Panel, Type Single	Each			
Temporary Pedestrian Channelization Devices	Lin. Ft.			
Temporary Detectable Warning Surface	Each			
Temporary ADA Ramp	Each			
Temporary ADA Platform	Each			
Temporary Pedestrian Barricade (Type III-8 Ft.)	Each	9.0		
Total For Item 702811 Traffic Control Devices for Pedestrians and Bicyclists (Lump Sum)			\$	

702-C.2 MATERIALS

702-C.3 CONSTRUCTION REQUIREMENTS

All construction shall be affected by the Contractor in accordance with the applicable Plan details and Specifications shown in the Contract or Modifications to the Plan details as approved by the District Traffic Engineer.

All Materials and devices shall be maintained and replaced if necessary for the duration of the Project in conformance with these Specifications.

Traffic control shall be maintained in conformance with Standard Specifications Section 618, "Traffic Control Management" for the duration of the Project.

702-C.4 METHOD OF MEASUREMENT

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist will be measured as a lump sum based on the summary provided at the Pre-Construction Conference.

702-C.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Traffic Control Devices for Construction	Lump Sum
Traffic Control Devices for Pedestrian and Bicyclists	Lump Sum

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclists shall not be considered as eligible for a cost savings suggestion.

702-C.5.1 Work Included in Payment

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Setting and resetting of devices; and
2. Flaggers.

**SPECIAL PROVISIONS
FOR
SECTION 704-B: RETROREFLECTIVE PREFORMED PLASTIC MARKINGS (TAPE)**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 704-B.2**:

6. The Contractor shall provide 3M STAMARK HIGH PERFORMANCE TAPE SERIES 380IES (or approved equal) for the following Bid Items.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT
704150	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 4"	LF
704152	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 8"	LF
704154	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 24"	LF
704156	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) COMBINATION (THRU AND RIGHT) ARROW	EA
704158	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) (RIGHT) ARROW	EA
704160	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) (LEFT) ARROW	EA
704162	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) (THRU) ARROW	EA
704164	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) WORD (ONLY)	EA
704166	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) YIELD MARKINGS	EA
704168	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) BIKE SYMBOL (BIKEWAY)	EA

**SPECIAL PROVISIONS
FOR
SECTION 710: PULL BOXES AND SPLICE CABINETS**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

Add the following to **Section 710.5.**, for new Pay Item 710150: ELECTRICAL PULL BOX TYPE C and New Pay Item 710350: SPLICE VAULT

710.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Electrical Pull Box Type C	Each
Splice Vault	Each

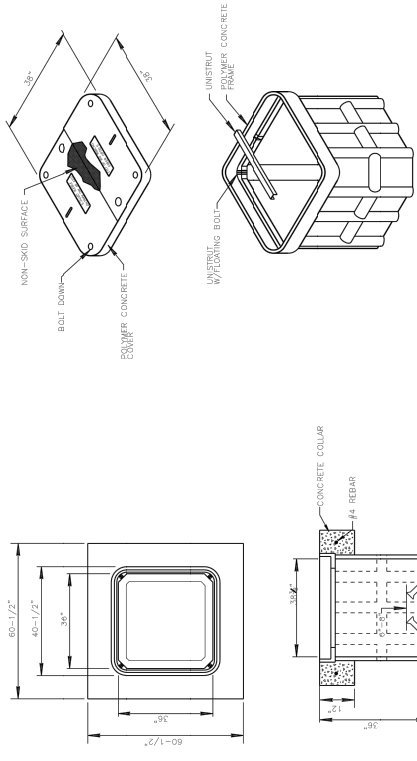
CONSULTANTS

SEAL
 PROJECT NAME
 GUADALUPE ST
 RECONSTRUCTION
 SANTA FE, NM
 CIP # 801B

PAR REVIEW
 NOT FOR
 CONSTRUCTION

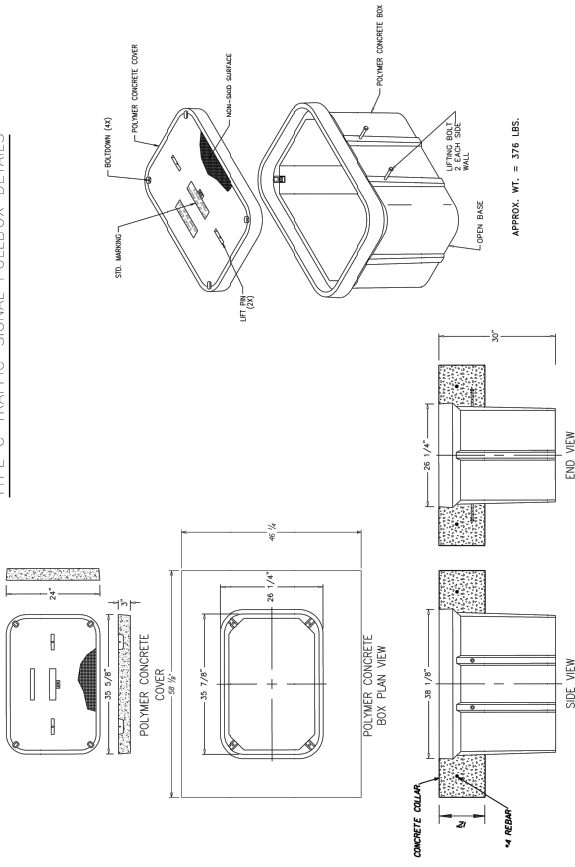
WCI PROJECT NO:	1562000600
NM DOT PROJECT NO:	S10940
DESIGNED BY:	LJA
DRAWN BY:	JEM
CHECKED BY:	LJA
DATE:	DEC 2020
SHEET TITLE	PULLBOX AND SPLICE VAULT DETAILS
SHEET NO.	9-20

FIBER OPTIC SPLICE VAULT



- NOTE:**
- ELEVATION OF TOP OF VAULT SHALL BE EQUAL WITH TOP OF CURB, OR PARALLEL EDGE IN LOCATIONS WITHOUT CURB.
 - CONCRETE SHALL BE PORTLAND CEMENT, EXTERIOR CONCRETE, F_c = 3000 PSI AT 28 DAYS.
 - THE CONCRETE COLLAR SHALL BE CONSIDER INCIDENTAL TO THE FIBER VAULT BID ITEM.

TYPE C TRAFFIC SIGNAL PULLBOX DETAILS



APPROX. WT. = 376 LBS.