Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

From: Carole Jaramillo, Finance Division Director

Via: Katherine Miller, County Manager KM 5.19.15

Date: May 5, 2015

Re: **Request Authorization of the Use of District 3 Capital Funds, Per Capital Outlay Policy, Allocating $30,000 for Capital Improvements to Three Fire Stations; $10,000 for Madrid to Complete the Ongoing Fire Suppression Water Project, $15,000 for Galisteo to Complete Construction of an Additional Apparatus Bay, and $5,000 for a Marquee Sign at the Bruce and Alice King Stanley Main Station. (Finance Division/Carole Jaramillo)**

BACKGROUND

In July, 2012 the Board of County Commissioners reviewed and approved the Capital Improvement Plan, in which each commission district was allocated $200,000 per year in each of FY 2013 and FY 2014 for a total of $400,000. These allocations were made for capital projects within each district.

ISSUE

In FY 2014, staff began directly budgeting funds into a unique cost center for each commission district. The Finance Division will maintain a separate spreadsheet that details each capital project by commission district until such time as each district's allocation has been exhausted. Commission District 3 currently has $140,017.91 remaining in its allocation. This request is to allocate a total of $30,000 to fire stations within District 3. The funds will be allocated as follows:

$10,000 – Madrid to complete a fire suppression water project;
$15,000 – Galisteo to complete an additional apparatus bay; and
$5,000 – Stanley to erect a marquee sign.

Allocation of funds to these three projects will leave a balance of $110,017.91 in District 3 capital funds.

SUMMARY

The Finance Division is requesting authorization to allocate a total of $30,000 of District 3 capital funds, per the capital outlay policy; to three fire stations in District 3; Madrid ($10,000), Galisteo ($15,000) and Stanley ($5,000) for the above listed purpose.

DATE: *May 13, 2015*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager*

VIA: *Katherine Miller, County Manager*
Jeff Trujillo, ASD Director
Adam Leigland, Public Works

ITEM AND ISSUE: BCC Meeting May 26, 2015

REQUEST COUNTY MANAGER SIGNATURE APPROVAL ON PURCHASE ORDER IN THE AMOUNT OF $559,487.52 INCLUSIVE OF GRT FOR THE AGUA FRIA/SAN FELIPE ROAD IMPROVEMENT ANNEXATION PROJECT UTILIZING THE ON-CALL ROAD CONSTRUCTION CONTACT NO. 2013-0119B-PW/MS WITH MOUNTAIN STATES CONSTRUCTORS (PURCHASING/BILL TAYLOR)

SUMMARY:

Pursuant to Santa Fe County Resolution No. 2012-57, paragraph 10 (B), "Any contract or agreement for the purchase of tangible personal property, construction, or professional services that exceeds the sum of two hundred fifty thousand ($250,000) dollars shall be approved by the Board of County Commissioners before becoming effective."

The Purchasing Division and the Public Works Department are requesting the BCC authorize the County Manager signature approval on the Mountain States Constructors purchase order in the amount of $559,487.52 inclusive of GRT for the Agua Fria/San Felipe Road improvement annexation project utilizing the on-call road construction contract No. 2013-0119B-PW/MS.

BACKGROUND:

The Public Works Department is working on road improvement requirements on the County roads that have been identified to be annexed by the City of Santa Fe. The Agua Fria/San Felipe project is one of the roads scheduled for annexation and the improvements performed during the summer of 2015. Approximately two (2.0) miles of road surfacing improvements will be constructed as agreed upon by Santa Fe County and the City of Santa Fe. The work will include: 1) cold mill of the

ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting County Manager signature approval on the purchase order in the amount of $559,487.52 inclusive of GRT for the Agua Fria/San Felipe Road improvement annexation project utilizing the on-call road construction contract No. 2013-0119B-PW/MS with Mountain States Constructors.

PURCHASE REQUISITION NBR: 0000157083

STATUS: INSUFFICIENT FUNDS
REASON: AGUA FRIA ANNEXATION PROJECT

REQUISITION BY: LGRIEGO

DATE: 4/20/15

SHIP TO LOCATION: PROJECT DELIVERY/PW

SUGGESTED VENDOR: 4302 MOUNTAIN STATES CONSTRUCTORS I

DELIVER BY DATE: 6/30/15

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PAUL KAVANAUGH IS REQUESTING- ROAD CONSTRUCTION SERVICES AGUA FRIA ANNEXATION ROAD PROJECT CONSTRUCTION FOR AGUA FRIA ANNEXATION 1.48 MILES OF ROAD IPROVEMENTS COMMODITY: SUBCOMMOD: MISC	520453.50	EA	1.0000	520453.50	
2	BOND COMMODITY: SUBCOMMOD: MISC	2602.27	EA	1.0000	2602.27	
3	NM GRT 7.00% COMMODITY: SUBCOMMOD: MISC	36431.75	EA	1.0000	36431.75	

REQUISITION TOTAL: 559487.52

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	31301824818010 ✓	CAPITAL PURCHASES ROADWAYS (BRIDGE/CULVERT)		100.00	520453.50
2	31301824818010	CAPITAL PURCHASES ROADWAYS (BRIDGE/CULVERT)		100.00	2602.27
3	31301824818010	CAPITAL PURCHASES ROADWAYS (BRIDGE/CULVERT)		100.00	36431.75
					559487.52

Che Apodhyle.Eng 4/20/2015

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

ON CALL CONST. SERVICES
CONTRACT #2013-0119C-PW/MS

APPROVED

BUDGET ONLY

Melanie Ramirez
Date: 4/28/15

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present and signed by the individual. Void processing if the signatures are not signed by the individual.

Requested By: Date: 4/21/15

Date: 4/20/15

Created by: Date: 4/20/15

Director Approval & Verification that all signatures are accounted for & approval for processing

Signatures are for institutional use only.

Process a purchase order for a non-inventory item.

Utility Services Supervisor: All signatures are required.

Finance Supervisor: Verifies budget and signature.

Director: Approved & forwarded for processing.

Purchasing Agent: Issued PO.

Director: Approved & forwarded for processing.

Director: All signatures are required for all expenditures of $1,000 or more.

Purchasing Agent: Issued PO.

Director: Approved & forwarded for processing.

Director: All signatures are required for all expenditures of $1,000 or more.

Purchasing Agent: Issued PO.

SANTA FE COUNTY

FY-2014

INTERNAL PURCHASE REQUISITION

DEPARTMENT / DIVISION :	Public Works / Projects			FUND -COST CENTER ACTIVITY	313-0182-481-8010
The Following Items to be Used On/At (Location):	*AGUA FRIA ANNEXATION PROJECT*			PROJECT CODE:	SFC Project # 0182
Contract # TBD		Exp. Date		REQUISITION NUMBER:	
Purpose:	VENDOR #	VENDOR INFORMATION		VENDOR INFORMATION	VENDOR INFORMATION
		1st Quote (If Applicable)		2nd Quote (If Applicable)	3rd Quote (If Applicable)
Design Services	Name:	*Mountain States Constructors*			
	Address 1:	*3601 Pan American Frwy, NE #111*			
	City, State, Zip:	*Albuquerque, New Mexico 87107*			
	Contact / Phone:	*Mr. Rob Demule (505) 292-0108*			

Line #	DESCRIPTION Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.	Qty Cost per Item	Quantity	AMOUNT	Qty Cost per Item	Quantity	AMOUNT	Qty Cost per Item	Quantity	AMOUNT
	Road Construction Services						$ -			$ -
	Aqua Fria Annexation Road Project						$ -			$ -
1	Construction for Aqua Fria Annexation	$520,453.50	1	$ 520,453.50			$ -			$ -
	1.48 Miles of Road Improvements						$ -			$ -
2	NMGRT @ 7%	$36,431.75	1	$ 36,431.75			$ -			$ -
							$ -			$ -
3	Bond	$2,602.27	1	$ 2,602.27			$ -			$ -
							$ -			$ -
	RE: ON CALL CONST. SERVICES									
	CONTRACT # 2013-0119C-PW/MS									
							$ -			$ -
	SUBTOTAL			$ 559,487.52			$ -			$ -
	SHIPPING/HANDLING									
	TAX RATE (Services Only)									
	TOTAL CHARGES			$ 559,487.52			$ -			$ -

Paul Kavanaugh	
AUTHORIZED REQUESTOR PRINT:	
Paul Kavanaugh 4/20/15	
AUTHORIZED REQUESTOR'S SIGNATURE & DATE:	
REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.	Created by:
	Date Created: 4/30/15

MOUNTAIN STATES CONSTRUCTORS, I

3601 Pan American Frwy, NE • #111 • Albuquerque, NM 87107
Tel 505 292 0108 • Fax 505 292 5311

April 17, 2015

Santa Fe County
Attn: Mr. Chuck Vigil, Mr. Paul Kavenaugh

Re: 2015 CITY ANNEXATION ROAD PROJECTS – Agua Fria and San Felipe Roads
Proposal for Reclaiming, Overlaying, Process Place & Compact and Basecourse

Mr. Vigil and Mr. Kavenaugh,

Please find atatched our price estimate to provide reclaiming, milling, paving, and basecourse services on Agua Fria and San Felipe Roads as detailed in the scope provided to us by your office.

Prices are as bid in our on-call contract with Santa Fe County, with lower prices proposed for Reclaiming of Surfaces, based on reduced depth of reclaiming.

Traffic control is proposed as a Pilot Car Operation after discussions with Santa Fe County Traffic Department. If awarded this work we will be willing to provide a cost savings to Santa Fe County if flagman or other reduced cost traffic operations are allowed.

Should you have any questions please do not hesitate to contact me and Thank You for the opportunity to work with Santa Fe County.

Sincerely,

Rob Demeule

Rob Demeule, Estimator
Mountain States Constructors, Inc.

Carlos E. Vigil

From: Rob Demeule [Rob@msconstructors.com]
Friday, April 17, 2015 4:11 PM
Carlos E. Vigil
Subject: Cost Proposal - Agua Fria & San Felipe Road Work
Attachments: Bid Proposal 4-17-15.pdf

Chuck,

Please find attached pricing for Agua Fria and San Felipe.
Have a Good Weekend,

Rob Demeule, PE
Estimator/Project Manager
Mountain States Constructors, Inc.
Office: 505-292-0108
rob@msconstructors.com

Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT BID	BID AMOUNT
	AGUA FRIA - MILL & INLAY				
308	ASPHALT COLD MILLINGS - 2 INCHES	SY/IN	38,700	$0.95	$36,765.00
117	2" Hot Mix Asphalt Superpave IV	TONS	2,110	$91.00	$192,010.00
					$228,775.00
	AGUA FRIA - BASE COURSE SURFACE (SAN FELIPE TO VISTA VERDE)				
32	SUBGRADE PREPARATION	SY	4,150	$2.35	$9,752.50
72	TYPE I BDR BASE COURSE - 4 INCHES	SY/IN	16,500	$1.75	$29,050.00
					$38,802.50
	SAN FELIPE - RECLAIM & OVERLAY				
313	Reclaiming of Surfaces - Process, Place and Compact - 4 INCHES	SY/IN	22,400	$1.90	$42,560.00
112	3" Hot Mix Asphalt Superpave IV	TONS	935	$91.00	$85,085.00
					$127,645.00
	AGUA FRIA - PAVING (JULIANA TO VISTA VERDE)				
313	Reclaiming of Surfaces - Process, Place and Compact 4 INCHES	SY/IN	12,384	$1.90	$23,529.60
112	3" Hot Mix Asphalt Superpave IV	TONS	520	$91.00	$47,320.00
					$70,849.60
					$466,072.10
513	TRAFFIC CONTROL PLAN	LS	1	$2,500.00	$2,500.00
514	TRAFFIC CONTROL MANAGEMENT	LS	1	$18,000.00	$18,000.00
515	PROJECT MOBILIZATION	LS	1	$22,200.00	$22,200.00
554	MATERIAL TESTING	LS	1	$11,681.40	$11,681.40
	SUBTOTAL				**$54,381.40**
	BOND	LS	1		$2,602.27
	TOTAL BID				**$523,055.77**

Robert Demcuk
ESTIMATOR 4/17/2015 4:03 PM
MOUNTAIN STATES
CONSTRUCTORS INC.

2014 CITY ANNEXATIONS ROAD PROJECTS

ZONE 2					
	Agua Fria - Paving (Santeros to San Felipe)				
On - Call Line Item	MATERIAL DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
308	ASPHALT COLD MILLING (2 INCHES X 164,940 SF) ZONE 2	SY/IN	36,700	0.95	34,865.00
117	2" HOT MIX ASPHALT SUPERPAVE IV	TONS	2,040	91.00	185,640.00
	Agua Fria - Base Course Surface (San Felipe to Vista Verde)				
On - Call Line Item	MATERIAL DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
32	SUBGRADE PREPARATION	SY	4,150	2.35	9,752.50
72	TYPE 1 BDR BASE COURSE 4 INCHES	SY/IN	1,660	1.75	2,905.00
	San Felipe - Paving (Agua Fria to Airport)				
On - Call Line Item	MATERIAL DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
313	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT (4 INCHES) ZONE 2	SY/IN	22,400	3.10	69,440.00
112	3" HOT MIX ASPHALT SUPERPAVE IV	TONS	935	91.00	85,085.00
	Agua Fria - Paving (Juliania to Vista Vetde)				
On - Call Line Item	MATERIAL DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
313	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT (4 INCHES) ZONE 2	SY/IN	12,384	3.10	38,390.40
112	3" HOT MIX ASPHALT SUPERPAVE IV	TONS	520	91.00	47,320.00
				Subtotal	473,397.90
	Soft Costs				
On - Call Line Item	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
513	TRAFFIC CONTROL PLAN (2.5%)	LS	1	11,834.95	11,834.95
514	TRAFFIC CONTROL MANAGEMENT (2.5%)	LS	1	11,834.95	11,834.95
515	PROJECT MOBILIZATION (6%)	LS	1	28,403.87	28,403.87
554	MATERIAL TESTING (3%)	LS	1	14,201.94	14,201.94
				Subtotal	539,673.61
xxx	NMGRT @ 8.1875%				44,185.78
xxx	BOND (1.5%) not taxed				8,095.10
				PROJECT TOTAL	591,954.49

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

AS MODIFIED BY SANTA FE COUNTY

THIS AGREEMENT is by and between Santa Fe County ("Owner") and Mountain States Constructors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Road construction and maintenance that includes but is not limited to milling and overlay, construction/installation of drainage structures, water crossings, turning and bike lanes, w-beams and end treatments, modifications to existing driveways, road striping and permanent signage.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: On-Call Road Construction and Maintenance Services for miscellaneous road construction projects located throughout Santa Fe County. As applicable, Unit Pricing shall be established for each category of construction and quantities shall be determined on a per project basis.

ARTICLE 3 – CONSTRUCTION OBSERVER

3.01 The Owner has the discretion to secure the services of a Construction Observer. This individual will be an agent of the Owner and will be responsible for periodic observation of the Contractor's performance of a road construction or maintenance project. The Construction Observer will represent the Owner as provided in this Agreement and the Construction Observer will assist the Owner in contract oversight for each road project.

3.02 Construction and maintenance of roads shall be completed in accordance with the New Mexico State Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, 2007 Edition, as may be modified by the Supplemental Provisions or Specifications. The Supplement Provisions or Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents. If applicable, the Supplemental Provisions to the New Mexico Chapter of the American Public Works Association shall also govern.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as established by the Owner and stated in the Contract Documents, are of the essence of the Contract.

B. This Agreement shall, upon due execution by all parties, become effective as of the date of the signatory authority and shall terminate four (4) years later.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work: (i) will be substantially completed within the number of days established by the Owner for the agreed upon schedule for each road project assigned. The number and days for substantial completion shall be indicated by the Owner in the Notice to Proceed, and (ii) shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 Working Days after the date of Substantial Completion as Certified on the Certificate of Substantial Completion issued by the Owner.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the time specified on the Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. The parties agree that the liquidated damages provided herein represent the Owner's probable damages, not a penalty. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Liquidated Damages in the amount specified by the NMDOT, Standard Specifications for Highway and Bridge Construction, 2007 Edition.

B. Contractor agrees that the liquidated damages herein provided are reasonable and represent the amount of damages reasonably anticipated to the Owner in in the event the Work is not completed as provided in Paragraph 4.02.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum not to exceed One Million Dollars ($1,000,000.00) exclusive of GRT, will be the contract price for each road project.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item.

C. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner and /or Construction Observer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Owner.

B. The NM Public Works minimum Wage Act requires the Contractor and all tiers of subcontractors to complete and certify weekly payrolls for all their employees working on a Public Works project. The Contractor shall submit certified weekly payrolls for their employees to the Owner and ensure all subcontractors submit certified weekly payrolls to the Owner on a biweekly basis.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments, subject to the Owner's withholding of liquidated damages in accordance with Article 4.03 of the Contract and 14.02 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

B. Upon Substantial Completion for each project, Owner shall pay an amount sufficient to increase total payments to Contractor for Work completed on each project, less liquidated damages and

such amounts as Owner and less the percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price (for work completed for each project) subject to liquidated damages if applicable, as provided in Paragraph 14.06.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one and one half (1.5%) percent per month for each project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. If Owner has provided any such technical data, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any. (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement pages 1 to 9 inclusive and the Purchase Order issued by the Owner..
2. A Performance Bond for 100% of Project Sum for each project.
3. A Labor and Material Bond for 100% of Project Sum for each project.
4. General Conditions .
5. Santa Fe County's Supplementary Conditions.
6. Specifications as listed in the table of contents of the Project Manual if applicable.
7. Drawings as applicable.
8. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. EXHIBIT A - Contractor's Bid (Bid sheets).
   b. EXHIBIT B - Documentation submitted by Contractor prior to Notice of Award (insurance certification, bonds, etc.).
   c. EXHIBIT C - Engineer's Drawings (as applicable).

d. EXHIBIT D – Notices to Contractors (includes special instructions for construction materials, Traffic Control Management, miscellaneous instructions or requirements, special permits and/or certifications or other notices, correspondences or prerequisites subject to road construction).

e. EXHIBIT E - New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, 2007 Edition, to include NMDOT Minimum Testing Requirements.

f. For each project, a NM Department of Work Force Solutions Wage Rate Determination.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to proceed (Notice will state the Project's date for substantial completion).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on MAY 28, 2013. (which is the Effective Date of the Agreement).

OWNER:

Santa Fe County Board of County Commissioners

By: Kathleen S. Holian

Kathleen S. Holian

Title: Chair

Attest: Geraldine Salazar

Geraldine Salazar

Title: Santa Fe County Clerk

Address for giving notices:

102 Grant Ave

Santa Fe, NM 87501

CONTRACTOR

Mountain States Constructors, Inc.

By: [illegible]

Title: President

Attest: Maria B. Sanchez

Title: Sen. Proc. Specialist

Address for giving notices:

3601 Pan American Freeway NE #111

Albuquerque, NM 87107

License No. 18467

APPROVED AS TO FORM

Stephen C. Ross

Date: 5/21/13

Title: Santa Fe County Attorney

Finance Department

Teresa C Martinez

Title: Director

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
AS MODIFIED BY SANTA FE COUNTY

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

(703) 548-3118
www.agc.org

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The compensation paid by Owner to Contractor for completion of the Work for each project in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Notice to Proceed issued by the Owner to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Owner's recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Construction Observer*- The individual or entity named as such in this Agreement who will represent the Owner and perform the duties as described in this Agreement.

17. *Cost of the Work*—See Paragraph 11.01 for definition.

18. *Drawings*—That part of the Contract Documents prepared or approved by Owner which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

19. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents or the Notice to Proceed issued by the Owner relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents, and the date of substantial completion of a project.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

38. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

39. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

40. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work for each project is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

41. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

42. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

45. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

46. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

47. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

50. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner or Construction Observer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

The word "day" means a calendar day of 24 hours measured from midnight to the next midnight. "Working day" means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather, or other forces that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Owner will determine (between the end of the day and noon of the next day) if the Owner will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or

County-recognized Holiday, with the prior written consent and approval of the Owner, may charge a Working Day.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. has been damaged prior to Owner's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. Bonds will be delivered in the amount of 100% of contract price for each specific road project and will be provided prior to commencement of the Work.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance and other evidence of insurance which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor, as applicable, hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Time will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after a project is awarded to a Contractor.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date indicated in the Notice to Proceed issued by the Owner.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Owner for timely review:

1. a baseline preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner and Contractor and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, and others as appropriate will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

1. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Owner.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the

Contract Documents. No such provision or instruction shall be effective to assign to Owner, or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Owner's approval of a Shop Drawing or Sample, or

3. Owner's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of an Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Contractor, or by Contractor to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:*

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Construction Observer's Review* : After receipt of written notice as required by Paragraph 4.03.A, Construction Observer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Construction Observer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a purchase order; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, Owner, or any of its officers, or agents shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

   1. Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

   2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

      a. reviewing and checking all such information and data;

      b. locating all Underground Facilities shown or indicated in the Contract Documents;

      c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

      d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner. Owner will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Owner concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order may be issued to reflect and document such consequences. An equitable adjustment may be made in the Contract Sum or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. The allowance for the combined overhead (general administration overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of Change Orders and Change Directives to the Owner shall be limited to the percentages on the following schedule:

Entity Performing Work	Value of Work to be Performed	
	$0 - $5,000	$5,000 or more
Contractor for work performed by own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by own forces	10%	7%
Subcontractor for work performed by sub-subcontractor	5%	3%

4.05 *Reference Points*

A. Owner shall provide engineering surveys as applicable to establish reference points for construction which in Owner's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner, or any of its officers or agents, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or

both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. For each project awarded to Contractor, Contractor shall furnish a performance and payment bond, each in an amount at least equal to the Project Price as security for the faithful performance and payment of all of Contractor's obligations under the Project Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Project Documents. Contractor shall also furnish such other bonds as are required by the Project Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Liability Insurance*

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of motor vehicle;

7. claims for bodily injury or property damage arising out of completed operations;

8. claims involving contractual liability insurance applicable to the Contractor's obligations under 6.20 of this Agreement, and

B. The insurance required by Paragraph 5.04.A shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

C. The limits for Workers' Compensation and Employer's Liability insurance shall be as follows:

1. Worker's Compensation:

   a. State: Statutory

   b. Applicable Federal (e.g. Longshoremen's): Statutory

2. Employer's Liability:

   a. $500,000 per Accident

   b. $500,000 Disease, Policy Limit

   c. $500,000 Disease, Each Employee

D. The limits for Commercial General Liability Policy, including coverage for Premises-Operations, Independent contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

i. $1,050,000 Each Occurrence

ii. $2,100,000 General Aggregate

iii. $2,100,000 Personal and Advertising Injury

iv. $2,100,000 Products-completed Operations Aggregate

1. The policy shall be endorsed to have the General Aggregate apply to this Project only.

2. The contractual Liability insurance shall include coverage sufficient to meet the obligations in Paragraph 6.20.

3. Products Completed Operations insurance shall be maintained for a minimum period of at lest one year after final payment.

E. Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be $2,000,000, Each Accident.

F. Certificates on insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this 5.04.A through E shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for payment as required by Paragraph 14.07. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

5.05 *Owner's Liability Insurance*

A. Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

5.06 *Property Insurance*

A. Owner shall be responsible for purchasing and maintaining the Owner's usual property insurance as it typically required for this type of construction project. Owner's insurance shall protect only the interests of Owner in the Project.

5.07 *Waiver of Rights*

A. Contractor waives all rights against Owner, Owner's officers, employees, agents and consultants for all losses and damages caused by, arising out of or resulting from any of the perils or causes

of loss covered by Contractor's insurance policies required by 5.04, except such rights as Contractor may have to proceeds of such insurance held by the Owner as fiduciary.

5.08 *Receipt and Application of Insurance Proceeds*

A. Owner shall distribute any money so received in accordance with such agreement as the parties in interest may reach.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order may be issued to adjust the contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of person or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all work at the Site shall be performed during regular working hours. Unless pre-approved in writing by the Owner, Contractor will not permit the performance of Work on a Saturday, Sunday or any holiday recognized by Santa Fe County.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work for each project.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Owner for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Owner's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Owner as an "or-equal" item, in which

case review and approval of the proposed item may, in Owner's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Owner determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Owner's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Owner to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than Contractor.

c. The requirements for review by Owner will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Owner may decide is appropriate under the circumstances.

d. Contractor shall make written application to Owner for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Owner. Contractor shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Owner will be similar to those provided in Paragraph 6.05.A.2.

C. *Owner's Evaluation:* Owner will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Owner's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Owner will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

C. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the contract Documents for the benefit of Owner. Any contract between contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not Owner, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's performance Bond and Section 13-4-19 NMSA 1978, of the New Mexico Little Miller Act.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of Owner and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by

applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of Owner and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

against Owner,or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work for each project is completed and Owner has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss.

Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Owner may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner may require enabling Owner to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Owner for review and approval of each such variation.

D. *Owner's Review:*

1. Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Owner. Owner's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Owner's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and

approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. Normal wear and tear under normal usage.

B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Owner or Construction Observer;

2. recommendation by Owner or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Owner;

6. any inspection, test, or approval by others; or

7. Any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or any of its officers, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Owner and Owner's employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

3. or to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the cContractor or its officers, employees, or agents.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner will specify all performance and design criteria that such service must satisfy.

C. Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report toOwner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

C. The Contractor will coordinate the Work with the Owner. The Owner's Project will be managed and inspected by the Construction Observer who will act as Owner's representative on the Site and have the construction and contract administration duties as provided in this Agreement.

D. The Owner will determine the days that will be charged as a working day based on the Owner's review of the weather and actual work performed by the Contractor. The Owner's determination of a working day will be made between the end of a day and noon of the next day. A working day will be charged if the Contractor was able to perform on a critical path item for six (6) or more hours on Saturday, Sunday or holiday recognized by Santa Fe County.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor directly.

8.02 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.03 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.04 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site for each project.

8.05 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.06 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.07 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.08 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.09 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.10 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.11 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – CONSTRUCTION OBERVER STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Construction Observer will be Owner's representative during the construction for each project. The duties and responsibilities and the limitations of authority of the Construction Observer during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Construction Observer will make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Construction Observer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Observer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work for each project. Efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work for each project will conform generally to the Contract Documents. On the basis of such visits and observations, Construction Observer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Construction Observer's visits and observations are subject to all the limitations on Construction Observer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Construction Observer's visits or observations of Contractor's Work, Construction Observer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of

construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Authorized Variations in Work*

A. Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of a completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.04 *Rejecting Defective Work*

A. Owner or Construction Observer will have authority to reject Work which Owner or Construction Observer believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.05 *Shop Drawings, Change Orders and Payments*

A. In connection with Owner's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Owner's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Owner's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Owner's authority as to Applications for Payment, see Article 14.

9.06 *Determinations for Unit Price Work*

A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Owner's written decision thereon will be final and binding subject to the provisions of Paragraph 10.05.

9.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Construction Observer will be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred to the Owner in writing within 30 days of the event giving rise to the question.

B. Owner will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Owner's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Owner's written decision on the issue referred will be final and binding on Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and under this Paragraph 9.08, Owner will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.08 *Limitations on Construction Observer's Authority and Responsibilities*

A. Construction Observer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Owner in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Owner's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the

case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

9.09 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

C. The allowance for the combined overhead (general administration, overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of Change Orders or Work Change Directives to the Owner shall be based on and limited to the percentages on the following schedule:

Entity Performing Work	Value of Work to be Performed	
	$0 - $5,000	$5,000 or more
Contractor for work performed by own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by own forces	10%	7%
Subcontractor for work performed by sub-subcontractor	5%	3%

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Work which are: (I) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the Owner pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Owner's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. A decision by Owner shall be required as a condition precedent to any exercise by Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner and the other party to this Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each

Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless Owner allows additional time).

C. *Owner's Action*: Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. Notify the parties that the Owner is unable to resolve the Claim if, in the Owner's sole discretion, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Owner's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Contractor, unless Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the

Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's overheat and profit shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

C. Contractor's Fee: Any fees for overhead and profit, including the Contractor's, shall be determined according to the schedule in 10.01.C.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, and its officers, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Construction Observer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, its consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment

submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Owner timely notice of Contractor's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and replaced at Contractor's expense.

B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion for each road project (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

F. The Owner may determine beginning and end of a warranty period that is longer than the period of time of one (1) year established in 13.07.A above. The Owner shall formally submit a letter so notifying the Contractor and Owner of such warranty period.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work, or to remove and replace rejected Work as required by Owner in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. For each road project at least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the

materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retain age with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications for each Project:*

1. Owner will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and return the Application to Contractor indicating in writing Owner's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Owner's payment constitutes a representation that:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Observer's responsibility to observe the Work.

3. By recommending or making any such payment Owner will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Construction Observer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Owner's review of Contractor's Work for the purposes of recommending payments nor Construction Observer's recommendation of any payment, including final payment, will impose responsibility on Owner::

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Owner may refuse to recommend the whole or any part of any payment if, in Owner's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Owner may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Twenty-one (21) days after presentation of the Application for Payment to Owner for each road project, the undisputed amount will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work for each project, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion for each road project*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner and Contractor, shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefore.

C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. If, Owner determines that the Work is not substantially complete, Owner will notify Contractor in writing, stating the reasons therefore.

D. At the time of delivery of the certificate of Substantial Completion, Owner will deliver to Contractor a written recommendation as to division of responsibilities pending final payment

between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Contractor in writing giving the reasons therefore. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection for each road project*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment for each road project*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Owner's Review of Application and Acceptance:*

1. If, on the basis of Owner or Construction Observer's observation of the Work during construction and final inspection, Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, indicate in writing Owner's recommendation of payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final

payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Twenty-one (21) days after the presentation to Owner of the Application for Payment and accompanying documentation, the undisputed amount, less any sum Owner is entitled to set off, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims for each road project*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor, which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract

Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of the Construction Observer or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price for each road project exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 21 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 21 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Project Representative, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any Claim submitted to Owner for a decision under Paragraph 10.05 before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the Public Works Mediation Act.

C. If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on

a Saturday or Sunday or on a holiday recognized by the Owner, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SANTA FE COUNTY'S SUPPLEMENTARY CONDITONS TO GENERAL TERMS AND CONDITIONS OF ON-CALL CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract EJCDC-700 (2007 Ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not subject so amended or supplemented remain in full force.

A. Order of Preference of Documents, Resolving Discrepancies and Conflicts.

1) With respect to matters pertaining to contract management and administration procedures including change orders, the provisions of Contract No. 2013 0119-PW/MS, Standard General Conditions of the Construction Contract (as modified by Santa Fe County) and these Supplementary Conditions shall govern. In conflicts or discrepancies between these documents, the most restrictive, specific and otherwise most beneficial to the County shall take precedence,

2) With respect to matters pertaining to specifications for construction of the Work, including technical requirements and specifications of construction, quality of materials, construction standards and testing the Engineer's Plans and Drawings (if applicable) and the mandatory provision of the NMDOT Standard Specification for Construction of Highway and Bridges, 2007 Ed., the most restrictive and otherwise most beneficial to the County shall take precedence.

3) Under no circumstances is a change order that changes the Contract Time or Contract Sum valid and binding until approved by the Santa Fe County Manager or Santa Fe County Board of County Commissioners.

B. . Additional terms and conditions used in these Supplemental Conditions have the meanings stated below.

1.02.C. *Day* is deleted in its entirety and replaced with:

C. *Day* :

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight. "Working day" means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather, or other forces that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Owner will determine (between the end of the day and noon of the next day) if the Owner will

charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, with the prior written consent and approval of the Owner, may charge a Working Day.

2.01 A. Delete this paragraph in its entirety and replace it with: Bonds will be delivered in the amount of 100% of the specific road project and will be provided prior to commencement of the work.

2.03 A. is amended by deleting the paragraph in its entirety and replace with: The Contract Time will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after a project is awarded to a Contractor.

2.04 *Starting the Work*

Contractor shall start to perform the Work on the date indicated in the Notice to Proceed issued by the Owner.

2.07 A.3 The complete paragraph has been deleted.

4.03.C.1. *Possible Price and Times Adjustments*

The word "will" is replaced with "may."

4.04.B.2. is deleted in its entirety and replaced with:

2. If Owner concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order may be issued to reflect and document such consequences. An equitable adjustment may be made in the Contract Sum or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. The allowance for the combined overhead (general administration overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of Change Orders and Change Directives to the Owner shall be limited to the percentages on the following schedule:

Entity Performing Work	Value of Work to be performed

	$0- $5,000.00	$5,000.00 or more
Contractor for work performed by own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by own forces	10%	7%
Subcontractor for work performed by sub-subcontractor	5%	3%

4.06.G. Is deleted in its entirety.

5.01 A The word "Contract" was replaced with the word "Project".

5.04 *Contractor's Liability Insurance*

Delete Paragraph 5.04.A through B are deleted in their entirety and replaced with the following:

5.04.A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations;
8. claims involving contractual liability insurance applicable to the Contractor's obligations under 6.20 of this Agreement, and

5.04.B. The insurance required by Paragraph 5.04.A shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

5.04.C. The limits for Workers' Compensation and Employer's Liability insurance shall be as follows:

1. Workers' Compensation:
   a. State: Statutory
   b. Applicable Federal (e.g. Longshoremen's): Statutory
2. Employer's Liability:
   $500,000 per Accident
   $500,000 Disease, Policy Limit
   $500,000 Disease, Each Employee

5.04.D. The limits for Commercial General Liability Policy, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

i. $1,050,000 Each Occurrence
ii. $2,100,000 General Aggregate
iii. $2,100,000 Personal and Advertising Injury
iv. $2,100,000 Products-Completed Operations Aggregate

1. The policy shall be endorsed to have the General Aggregate apply to this Project only.

2. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Paragraph 6.20.

3. Products Completed Operations insurance shall be maintained for a minimum period of at least one year after final payment.

5.04.E. Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be $2,000,000, Each Accident

5.04.F. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this 5.04.A through E shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an

additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Paragraph 14.07. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

5.05 *Owner's Liability Insurance*

Delete 5.05.A. in its entirety and replace it with the following:

5.05.A Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

5.06 *Property Insurance*

5.06.A.1 through A.7, 5.06.B, 5.06.C, 5.06.D and 5.06.E are deleted in their entirety and replaced with:

5.06 *Property Insurance*

A. Owner shall be responsible for purchasing and maintaining the Owner's usual property insurance as is typically required for this type of construction project. Owner's insurance shall protect only the interests of Owner in the Project.

5.07 *Waiver of Rights*

5.07.A, 5.07.B, and 5.07.C are deleted in their entirety and replaced with:

A. Contractor waives all rights against Owner, Owner's officers, employees, agents and consultants for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by Contractor's insurance policies required by 5.04, except such rights as Contractor may have to proceeds of such insurance held by the Owner as fiduciary.

5.08 A *Receipt and Application of Insurance Proceeds*

Delete this paragraph in its entirety in its entirety and replace it with: Owner shall distribute any money so received in accordance with such agreement as the parties in interest may reach.

5.09. *Acceptance of Bonds and Insurance; Option to Replace*

5.09.A. Delete the fourth sentence it its entirety and replace it with:

Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order may be issued to adjust the Contract Price accordingly.

6.02.B is deleted in its entirety and replace with the following:

B. Except as otherwise required for the safety or protection of person or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Unless pre-approved in writing by the Owner, Contractor will not permit the performance of Work on a Saturday, Sunday or any holiday recognized by Santa Fe County.

6.06.G is deleted in its entirety and replace with the following:

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not Owner, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

6.07.B is deleted in its entirety.

6.08 The second sentenced is deleted in its entirety.

6.19.A The sentence "Engineer and its officers, director, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee" is deleted.

6.20.C is supplemented by inserting a subparagraph 3 that reads:

3. or to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees, or agents.

7.02 *Coordination* is supplemented by adding the following as subparagraph 7.02.C, D and E:

C. The Contractor will coordinate the Work with the Owner. The Owner's Project will be managed and inspected by the Construction Observer who will act as Owner's representative on the Site and have the construction and contract administration duties as provided in this Agreement.

D The Owner will determine the days that will be charged as a working day based on the Owner's review of the weather and actual work performed by the

Contractor. The Owner's determination of a working day will be made between the end of a day and noon of the next day. A working day will be charged if the Contractor was able to perform on a critical path item for six (6) or more hours on Saturday, Sunday or holiday recognized by Santa Fe County.

9.03 *Project Representative*

9.03A is deleted in its entirety.

10.01. *Authorized Changes in the Work*

Amend 10.01 by adding the following provision as 10.01.C:

C. The allowance for the combined overhead (general administration, overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of Change Orders or Work Change Directives to the Owner shall be based on and limited to the percentages on the following schedule:

Entity Performing Work	Value of Work to be performed	
	$0- $5,000.00	$5,000.00 or more
Contractor for work performed by own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by own forces	10%	7%
Subcontractor for work performed by sub-subcontractor	5%	3%

12.01.C.1 and 2.a. through 2.f. are deleted in their entirety and replaced with:

12.01.C. *Contractor's Fee:* Any fees for overhead and profit, including the Contractor's, shall be determined according to the schedule in 10.01.C.

13.07 *Correction Period* is supplemented by adding the following as subparagraph 13.07.F:

F. The Project Representative may determine beginning and end of a warranty period that is longer than the period of time of one (1) year established in 13.07.A above. The Project Representative shall formally submit a letter so notifying the Contractor and Owner of such warranty period.

14.02.C.1. *Payment Becomes Due:*

Delete the reference to "Ten" and replace it with "Thirty."

14.04.is deleted in its entirety and replaced with:

C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. If, Owner determines that the Work is not substantially complete, Owner will notify Contractor in writing, stating the reasons therefore.

14.07 *C. Payments Become Due* is deleted in its entirety and replaced with:
Twenty-one (21) days after the presentation to Owner of the Application for Payment and accompanying documentation, the undisputed amount, less any sum Owner is entitled to set off, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

15.04.A.(iii) Delete the reference to "30" and replace it with "21."

15.04.B. Delete the first sentence in its entirety and replace it with:
In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 21 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Project Representative, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph

Article 16 – DISPUTE RESOLUTION
16.01 *Methods and Procedures:* 16.01.A through C.1 – 3 are deleted in their entirety and replaced with:

16.01 *Method and Procedures*

A. Either Owner or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any Claim submitted to Owner for a decision under Paragraph 10.05 before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the Public Works Mediation Act.

C. If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

Mountain States C

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
1	CLEARING AND GRUBBING (ZONE 1)	ACRE	2200.00	Two Thousand Two Hundred Dollars and Zero Cents
2	CLEARING AND GRUBBING (ZONE 2)	ACRE	2200.00	Two Thousand Two Hundred Dollars and Zero Cents
3	CLEARING AND GRUBBING (ZONE 3)	ACRE	2200.00	Two Thousand Two Hundred Dollars and Zero Cents
4	CLEARING AND GRUBBING (ZONE 4)	ACRE	2200.00	Two Thousand Two Hundred Dollars and Zero Cents
5	CLEARING AND GRUBBING (ZONE 5)	ACRE	2200.00	Two Thousand Two Hundred Dollars and Zero Cents
6	UNCLASSIFIED ESCAVATION (ZONE 1)	CU.YD.	7.00	Seven Dollars and Zero Cents
7	UNCLASSIFIED ESCAVATION (ZONE 2)	CU.YD.	7.00	Seven Dollars and Zero Cents
8	UNCLASSIFIED ESCAVATION (ZONE 3)	CU.YD.	7.00	Seven Dollars and Zero Cents
9	UNCLASSIFIED ESCAVATION (ZONE 4)	CU.YD.	7.00	Seven Dollars and Zero Cents
10	UNCLASSIFIED ESCAVATION (ZONE 5)	CU.YD.	7.00	Seven Dollars and Zero Cents
11	BORROW (ZONE 1)	CU.YD.	27.00	Twenty-Seven Dollars and Zero Cents
12	BORROW (ZONE 2)	CU.YD.	25.25	Twenty-Five Dollars and Twenty-Five Cents
13	BORROW (ZONE 3)	CU.YD.	34.00	Thirty-Four Dollars and Zero Cents

EXHIBIT
A

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
14	BORROW (ZONE 4)	CU.YD.	24.00	Twenty four dollars and zero cents
15	BORROW (ZONE 5)	CU.YD.	17.75	Seventeen dollars and seventy five cents
16	SUBEXCAVATION (ZONE 1)	CU.YD.	20.00	Twenty dollars and zero cents
17	SUBEXCAVATION (ZONE 2)	CU.YD.	20.00	Twenty dollars and zero cents
18	SUBEXCAVATION (ZONE 3)	CU.YD.	20.00	Twenty dollars and zero cents
19	SUBEXCAVATION (ZONE 4)	CU.YD.	20.00	Twenty dollars and zero cents
20	SUBEXCAVATION (ZONE 5)	CU.YD.	20.00	Twenty dollars and zero cents
21	SUBGRADE PREPARATION (1 - 250 SY) (ZONE 1)	SQ.YD.	30.00	Thirty dollars and zero cents
22	SUBGRADE PREPARATION (1 - 250 SY) (ZONE 2)	SQ.YD.	30.00	Thirty dollars and zero cents
23	SUBGRADE PREPARATION (1 - 250 SY) (ZONE 3)	SQ.YD.	30.00	Thirty dollars and zero cents
24	SUBGRADE PREPARATION (1 - 250 SY) (ZONE 4)	SQ.YD.	30.00	Thirty dollars and zero cents
25	SUBGRADE PREPARATION (1 - 250 SY) (ZONE 5)	SQ.YD.	30.00	Thirty dollars and zero cents
26	SUBGRADE PREPARATION (251 - 500 SY) (ZONE 1)	SQ.YD.	30.00	Thirty dollars and zero cents
27	SUBGRADE PREPARATION (251 - 500 SY) (ZONE 2)	SQ.YD.	30.00	Thirty dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
28	SUBGRADE PREPARATION (251 - 500 SY) (ZONE 3)	SQ.YD.	30.00 ~~No Bid~~	Thirty Dollars and zero cents
29	SUBGRADE PREPARATION (251 - 500 SY) (ZONE 4)	SQ.YD.	30.00 ~~No Bid~~	Thirty Dollars and zero cents
30	SUBGRADE PREPARATION (251 - 500 SY) (ZONE 5)	SQ.YD.	30.00 ~~No Bid~~	Thirty Dollars and zero cents
31	SUBGRADE PREPARATION (500 + SY) (ZONE 1)	SQ.YD.	2.35	Two Dollars and Thirty-Five Cents
32	SUBGRADE PREPARATION (500 + SY) (ZONE 2)	SQ.YD.	2.35	Two Dollars and Thirty-Five Cents
33	SUBGRADE PREPARATION (500 + SY) (ZONE 3)	SQ.YD.	2.35	Two Dollars and Thirty-Five cents
34	SUBGRADE PREPARATION (500 + SY) (ZONE 4)	SQ.YD.	2.35	Two Dollars and Thirty-Five cents
35	SUBGRADE PREPARATION (500 + SY) (ZONE 5)	SQ.YD.	2.35	Two Dollars and Thirty-Five cents
36	SOIL STABILIZATION-PLACEMENT OF CHEMICAL SOIL STABILANT USED TO BIND FINES AND AGGREGATE TO DIRT ROADS TO PREVENT DUST AND WASHBOARDING. (ZONE 1)	SQ.YD.	No Bid	
37	SOIL STABILIZATION-PLACEMENT OF CHEMICAL SOIL STABILANT USED TO BIND FINES AND AGGREGATE TO DIRT ROADS TO PREVENT DUST AND WASHBOARDING. (ZONE 2)	SQ.YD.	No Bid	
38	SOIL STABILIZATION-PLACEMENT OF CHEMICAL SOIL STABILANT USED TO BIND FINES AND AGGREGATE TO DIRT ROADS TO PREVENT DUST AND WASHBOARDING. (ZONE 3)	SQ.YD.	No Bid	
39	SOIL STABILIZATION-PLACEMENT OF CHEMICAL SOIL STABILANT USED TO BIND FINES AND AGGREGATE TO DIRT ROADS TO PREVENT DUST AND WASHBOARDING. (ZONE 4)	SQ.YD.	No Bid	
40	SOIL STABILIZATION-PLACEMENT OF CHEMICAL SOIL STABILANT USED TO BIND FINES AND AGGREGATE TO DIRT ROADS TO PREVENT DUST AND WASHBOARDING. (ZONE 5)	SQ.YD.	No Bid	
41	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES (ZONE 1)	CU.YD.	35.00	Thirty-Five Dollars and zero cents
42	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES (ZONE 2)	CU.YD.	35.00	Thirty-Five Dollars and zero cents
43	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES (ZONE 3)	CU.YD.	42.00	Forty-Two Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
44	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES (ZONE 4)	CU.YD.	32.00	THIRTY-TWO DOLLARS AND ZERO CENTS
45	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES (ZONE 5)	CU.YD.	25.00	TWENTY-FIVE DOLLARS AND ZERO CENTS
46	BASE COURSE (1 - 250 SY/IN) (ZONE 1)	SY/IN COMPACTED	2.40	TWO DOLLARS AND FORTY CENTS
47	BASE COURSE (1 - 250 SY/IN) (ZONE 2)	SY/IN COMPACTED	2.15	TWO DOLLARS AND FIFTEEN CENTS
48	BASE COURSE (1 - 250 SY/IN) (ZONE 3)	SY/IN COMPACTED	2.20	TWO DOLLARS AND TWENTY CENTS
49	BASE COURSE (1 - 250 SY/IN) (ZONE 4)	SY/IN COMPACTED	2.15	TWO DOLLARS AND FIFTEEN CENTS
50	BASE COURSE (1 - 250 SY/IN) (ZONE 5)	SY/IN COMPACTED	2.45	TWO DOLLARS AND FORTY-FIVE CENTS
51	BASE COURSE (251 - 501 SY/IN) (ZONE 1)	SY/IN COMPACTED	2.40	TWO DOLLARS AND FORTY CENTS
52	BASE COURSE (251 - 501 SY/IN) (ZONE 2)	SY/IN COMPACTED	2.15	TWO DOLLARS AND FIFTEEN CENTS
53	BASE COURSE (251 - 501 SY/IN) (ZONE 3)	SY/IN COMPACTED	2.20	TWO DOLLARS AND TWENTY CENTS
54	BASE COURSE (251 - 501 SY/IN) (ZONE 4)	SY/IN COMPACTED	2.15	TWO DOLLARS AND FIFTEEN CENTS
55	BASE COURSE (251 - 501 SY/IN) (ZONE 5)	SY/IN COMPACTED	2.45	TWO DOLLARS AND FORTY-FIVE CENTS
56	BASE COURSE (501 + SY/IN) (ZONE 1)	SY/IN COMPACTED	1.30	ONE DOLLAR AND THIRTY CENTS
57	BASE COURSE (501 + SY/IN)(ZONE 2)	SY/IN COMPACTED	1.20	ONE DOLLAR AND TWENTY CENTS
58	BASE COURSE (501 + SY/IN)(ZONE 3)	SY/IN COMPACTED	1.25	ONE DOLLAR AND TWENTY-FIVE CENTS
59	BASE COURSE (501 + SY/IN)(ZONE 4)	SY/IN COMPACTED	1.25	ONE DOLLAR AND TWENTY-FIVE CENTS
60	BASE COURSE (501 + SY/IN)(ZONE 5)	SY/IN COMPACTED	1.50	ONE DOLLAR AND FIFTY CENTS
61	TYPE I-BDR BASE COURSE (1 - 250 SY/IN) (ZONE 1)	SY/IN COMPACTED	2.90	TWO DOLLARS AND NINETY CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
62	TYPE I-BDR BASE COURSE (1 - 250 SY/IN)(ZONE 2)	SY/IN COMPACTED	2.70	TWO DOLLARS AND SEVENTY CENTS
63	TYPE I-BDR BASE COURSE (1 - 250 SY/IN) (ZONE 3)	SY/IN COMPACTED	2.50	TWO DOLLARS AND FIFTY CENTS
64	TYPE I-BDR BASE COURSE (1 - 250 SY/IN) (ZONE 4)	SY/IN COMPACTED	2.65	TWO DOLLARS AND SIXTY-FIVE CENTS
65	TYPE I-BDR BASE COURSE (1 - 250 SY/IN) (ZONE 5)	SY/IN COMPACTED	2.45	TWO DOLLARS AND FORTY-FIVE CENTS
66	TYPE I-BDR BASE COURSE (251 - 500 SY/IN) (ZONE 1)	SY/IN COMPACTED	2.90	TWO DOLLARS AND NINETY CENTS
67	TYPE I-BDR BASE COURSE (251 - 500 SY/IN) (ZONE 2)	SY/IN COMPACTED	2.70	TWO DOLLARS AND SEVENTY CENTS
68	TYPE I-BDR BASE COURSE (251 - 500 SY/IN) (ZONE 3)	SY/IN COMPACTED	2.50	TWO DOLLARS AND FIFTY CENTS
69	TYPE I-BDR BASE COURSE (251 - 500 SY/IN) (ZONE 4)	SY/IN COMPACTED	2.65	TWO DOLLARS AND SIXTY-FIVE CENTS
70	TYPE I-BDR BASE COURSE (251 - 500 SY/IN) (ZONE 5)	SY/IN COMPACTED	2.45	TWO DOLLARS AND FORTY-FIVE CENTS
71	TYPE I-BDR BASE COURSE (501 + SY/IN) (ZONE 1)	SY/IN COMPACTED	1.90	ONE DOLLAR AND NINETY CENTS
72	TYPE I-BDR BASE COURSE (501 + SY/IN) (ZONE 2)	SY/IN COMPACTED	1.75	ONE DOLLAR AND SEVENTY-FIVE CENTS
73	TYPE I-BDR BASE COURSE (501 + SY/IN) (ZONE 3)	SY/IN COMPACTED	1.55	ONE DOLLAR AND FIFTY-FIVE CENTS
74	TYPE I-BDR BASE COURSE (501 + SY/IN) (ZONE 4)	SY/IN COMPACTED	1.35	ONE DOLLAR AND THIRTY-FIVE CENTS
75	TYPE I-BDR BASE COURSE (501 + SY/IN) (ZONE 5)	SY/IN COMPACTED	1.50	ONE DOLLAR AND FIFTY CENTS
76	BITUMINOUS MATERIAL FOR TACK COAT (ZONE 1)	TON	850.00	EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS
77	BITUMINOUS MATERIAL FOR TACK COAT (ZONE 2)	TON	850.00	EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS
78	BITUMINOUS MATERIAL FOR TACK COAT (ZONE 3)	TON	850.00	EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS
79	BITUMINOUS MATERIAL FOR TACK COAT (ZONE 4)	TON	850.00	EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
80	BITUMINOUS MATERIAL FOR TACK COAT (ZONE 5)	TON	$50.00	Eight Hundred Fifty Dollars and zero cents
81	PRIME COAT MATERIAL (ZONE 1)	TON	775.00	Seven Hundred Seventy-Five Dollars and zero cents
82	PRIME COAT MATERIAL (ZONE 2)	TON	775.00	Seven Hundred Seventy-Five Dollars and zero cents
83	PRIME COAT MATERIAL (ZONE 3)	TON	775.00	Seven Hundred Seventy-Five Dollars and zero cents
84	PRIME COAT MATERIAL (ZONE 4)	TON	775.00	Seven Hundred Seventy-Five Dollars and zero cents
85	PRIME COAT MATERIAL (ZONE 5)	TON	775.00	Seven Hundred Seventy-Five Dollars and zero cents
86	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (1 - 10,000 SY/IN) (ZONE 1)	SY/IN COMPACTED	2.50	Two Dollars and Fifty cents
87	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (1 - 10,000 SY/IN) (ZONE 2)	SY/IN COMPACTED	2.40	Two Dollars and Forty cents
88	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (1 - 10,000 SY/IN) (ZONE 3)	SY/IN COMPACTED	2.05	Two Dollars and Five cents
89	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (1 - 10,000 SY/IN) (ZONE 4)	SY/IN COMPACTED	2.05	Two Dollars and Five cents
90	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (1 - 10,000 SY/IN) (ZONE 5)	SY/IN COMPACTED	2.00	Two Dollars and zero cents
91	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (10,001 - 50,000 SY/IN) (ZONE 1)	SY/IN COMPACTED	2.00	Two Dollars and zero cents
92	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (10,001 - 50,000 SY/IN) (ZONE 2)	SY/IN COMPACTED	1.80	One Dollar and Eighty cents
93	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (10,001 - 50,000 SY/IN) (ZONE 3)	SY/IN COMPACTED	1.50	One Dollar and Fifty cents
94	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (10,001 - 50,000 SY/IN) (ZONE 4)	SY/IN COMPACTED	1.55	One Dollar and Fifty-Five cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
95	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (10,001 - 50,000 SY/IN) (ZONE 5)	SY/IN COMPACTED	1.40	One Dollar and Forty cents
96	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (50,0001 + SY/IN) (ZONE 1)	SY/IN COMPACTED	1.80	One Dollar and Eighty cents
97	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (50,0001 + SY/IN) (ZONE 2)	SY/IN COMPACTED	1.70	One Dollar and Seventy cents
98	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (50,0001 + SY/IN) (ZONE 3)	SY/IN COMPACTED	1.40	One Dollar and Forty cents
99	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (50,0001 + SY/IN) (ZONE 4)	SY/IN COMPACTED	1.45	One Dollar and Forty-Five cents
100	PLACEMENT AND COMPACTION OF SCREENED COLD MILLINGS (BITUMIOUS) (50,0001 + SY/IN) (ZONE 5)	SY/IN COMPACTED	1.30	One Dollar and Thirty cents
101	MINOR PAVING (ZONE 1)	SY/IN COMPACTED	6.00	SIX DOLLARS AND ZERO CENTS
102	MINOR PAVING (ZONE 2)	SY/IN COMPACTED	6.00	SIX DOLLARS AND ZERO CENTS
103	MINOR PAVING (ZONE 3)	SY/IN COMPACTED	6.00	SIX DOLLARS AND ZERO CENTS
104	MINOR PAVING (ZONE 4)	SY/IN COMPACTED	6.00	SIX DOLLARS AND ZERO CENTS
105	MINOR PAVING (ZONE 5)	SY/IN COMPACTED	6.00	SIX DOLLARS AND ZERO CENTS
106	MISCELLANEOUS PAVING (ZONE 1)	SY/IN COMPACTED	7.50	SEVEN DOLLARS AND FIFTY CENTS
107	MISCELLANEOUS PAVING (ZONE 2)	SY/IN COMPACTED	7.50	SEVEN DOLLARS AND FIFTY CENTS
108	MISCELLANEOUS PAVING (ZONE 3)	SY/IN COMPACTED	7.50	SEVEN DOLLARS AND FIFTY CENTS
109	MISCELLANEOUS PAVING (ZONE 4)	SY/IN COMPACTED	7.50	SEVEN DOLLARS AND FIFTY CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
110	MISCELLANEOUS PAVING (ZONE 5)	SY/IN COMPACTED	7.50	SEVEN DOLLARS AND FIFTY CENTS
111	HOT MIX ASPHALT SUPERPAVE IV - 0-1000 TONS (ZONE 1)	TONS	100.00	ONE HUNDRED DOLLARS AND ZERO CENTS
112	HOT MIX ASPHALT SUPERPAVE IV - 0-1000 TONS (ZONE 2)	TONS	100.00	ONE HUNDRED DOLLARS AND ZERO CENTS
113	HOT MIX ASPHALT SUPERPAVE IV - 0-1000 TONS (ZONE 3)	TONS	100.00	ONE HUNDRED DOLLARS AND ZERO CENTS
114	HOT MIX ASPHALT SUPERPAVE IV - 0-1000 TONS (ZONE 4)	TONS	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
115	HOT MIX ASPHALT SUPERPAVE IV - 0-1000 TONS (ZONE 5)	TONS	100.00	ONE HUNDRED DOLLARS AND ZERO CENTS
116	HOT MIX ASPHALT SUPERPAVE IV - 2000+ TONS (ZONE 1)	TONS	91.00	NINETY-ONE DOLLARS AND ZERO CENTS
117	HOT MIX ASPHALT SUPERPAVE IV - 2000+ TONS (ZONE 2)	TONS	91.00	NINETY-ONE DOLLARS AND ZERO CENTS
118	HOT MIX ASPHALT SUPERPAVE IV - 2000+ TONS (ZONE 3)	TONS	91.00	NINETY-ONE DOLLARS AND ZERO CENTS
119	HOT MIX ASPHALT SUPERPAVE IV - 2000+ TONS (ZONE 4)	TONS	92.00	NINETY-TWO DOLLARS AND ZERO CENTS
120	HOT MIX ASPHALT SUPERPAVE IV - 2000+ TONS (ZONE 5)	TONS	92.00	NINETY-TWO DOLLARS AND ZERO CENTS
121	DOUBLE PENTRATION CHIP SEAL WITH 80LBS PER SQ YD OF 5/8" CHIPS, 40LBS PER SQ YD PER LIFT. AEP OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. HFE 100P OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. CSSI-P 1:1 OIL AT AN APPLCIATION RATE OF .15 GALLONS PER SQ YD. ALL WORK INCLUDING THE SUPPPLYING AND PLACEMENT OF MATERIALS INCLUDING COMPACTION, CHIP SPREADING, AND OIL DISTRIBUTION. HAULING NOT INLCUDED PAID FOR BY HAULING LINE ITEM. (ZONE 1)	SQ.YD.	5.25	Five Dollars and Twenty-Five cents
122	DOUBLE PENTRATION CHIP SEAL WITH 80LBS PER SQ YD OF 5/8" CHIPS, 40LBS PER SQ YD PER LIFT. AEP OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. HFE 100P OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. CSSI-P 1:1 OIL AT AN APPLCIATION RATE OF .15 GALLONS PER SQ YD. ALL WORK INCLUDING THE SUPPPLYING AND PLACEMENT OF MATERIALS INCLUDING COMPACTION, CHIP SPREADING, AND OIL DISTRIBUTION. HAULING NOT INLCUDED PAID FOR BY HAULING LINE ITEM. (ZONE 2)	SQ.YD.	5.25	Five Dollars and Twenty-Five cents

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
123	DOUBLE PENTRATION CHIP SEAL WITH 80LBS PER SQ YD OF 5/8" CHIPS, 40LBS PER SQ YD PER LIFT. AEP OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. HFE 100P OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. CSSI-P 1:1 OIL AT AN APPLCIATION RATE OF .15 GALLONS PER SQ YD. ALL WORK INCLUDING THE SUPPPLYING AND PLACEMENT OF MATERIALS INCLUDING COMPACTION, CHIP SPREADING, AND OIL DISTRIBUTION. HAULING NOT INLCUDED PAID FOR BY HAULING LINE ITEM. (ZONE 3)	SQ.YD.	5.25	Five Dollars and Twenty-Five cents
124	DOUBLE PENTRATION CHIP SEAL WITH 80LBS PER SQ YD OF 5/8" CHIPS, 40LBS PER SQ YD PER LIFT. AEP OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. HFE 100P OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. CSSI-P 1:1 OIL AT AN APPLCIATION RATE OF .15 GALLONS PER SQ YD. ALL WORK INCLUDING THE SUPPPLYING AND PLACEMENT OF MATERIALS INCLUDING COMPACTION, CHIP SPREADING, AND OIL DISTRIBUTION. HAULING NOT INLCUDED PAID FOR BY HAULING LINE ITEM. (ZONE 4)	SQ.YD.	5.25	Five Dollars and Twenty-Five cents
125	DOUBLE PENTRATION CHIP SEAL WITH 80LBS PER SQ YD OF 5/8" CHIPS, 40LBS PER SQ YD PER LIFT. AEP OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. HFE 100P OIL AT AN APPLICATION RATE OF .5 GALLONS PER SQ YD. CSSI-P 1:1 OIL AT AN APPLCIATION RATE OF .15 GALLONS PER SQ YD. ALL WORK INCLUDING THE SUPPPLYING AND PLACEMENT OF MATERIALS INCLUDING COMPACTION, CHIP SPREADING, AND OIL DISTRIBUTION. HAULING NOT INLCUDED PAID FOR BY HAULING LINE ITEM. (ZONE 5)	SQ.YD.	5.25	Five Dollars and Twenty-Five cents
126	STRUCTURAL CONCRETE, CLASS A WITH A MAXIMUM WEIGHT OF 54 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 1)	CU.YD.	435.00	Four Hundred Thirty-Five Dollars and zero cents
127	STRUCTURAL CONCRETE, CLASS A WITH A MAXIMUM WEIGHT OF 54 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 2)	CU.YD.	435.00	Four Hundred Thirty-Five Dollars and zero cents
128	STRUCTURAL CONCRETE, CLASS A WITH A MAXIMUM WEIGHT OF 54 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 3)	CU.YD.	435.00	Four Hundred Thirty-Five Dollars and zero cents
129	STRUCTURAL CONCRETE, CLASS A WITH A MAXIMUM WEIGHT OF 54 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 4)	CU.YD.	435.00	Four Hundred Thirty-Five Dollars and zero cents
130	STRUCTURAL CONCRETE, CLASS A WITH A MAXIMUM WEIGHT OF 54 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 5)	CU.YD.	435.00	Four Hundred Thirty-Five Dollars and zero cents
131	STRUCTURAL CONCRETE, CLASS AA WITH A MAXIMUM WEIGHT OF 74 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 5) (ZONE 1)	CU.YD.	455.00	Four Hundred Fifty-Five Dollars and zero cents
132	STRUCTURAL CONCRETE, CLASS AA WITH A MAXIMUM WEIGHT OF 74 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 2)	CU.YD.	455.00	Four Hundred Fifty-Five Dollars and zero cents
133	STRUCTURAL CONCRETE, CLASS AA WITH A MAXIMUM WEIGHT OF 74 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 3)	CU.YD.	455.00	Four Hundred Fifty-Five Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
134	STRUCTURAL CONCRETE, CLASS AA WITH A MAXIMUM WEIGHT OF 74 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 4)	CU.YD.	455.00	Four Hundred Fifty-Five Dollars and zero cents
135	STRUCTURAL CONCRETE, CLASS AA WITH A MAXIMUM WEIGHT OF 74 LBS OF REBAR FOR EVERY YARD OF CONCRETE (ZONE 5)	CU.YD.	455.00	Four Hundred Fifty-Five Dollars and zero cents
136	REINFORCED CONCRETE FOR MINOR STRUCTURES (ZONE 1+B569)	CU.YD.	430.00	Four Hundred Thirty Dollars and zero cents
137	REINFORCED CONCRETE FOR MINOR STRUCTURES (ZONE 2)	CU.YD.	430.00	Four Hundred Thirty Dollars and zero cents
138	REINFORCED CONCRETE FOR MINOR STRUCTURES (ZONE 3)	CU.YD.	430.00	Four Hundred Thirty Dollars and zero cents
139	REINFORCED CONCRETE FOR MINOR STRUCTURES (ZONE 4)	CU.YD.	430.00	Four Hundred Thirty Dollars and zero cents
140	REINFORCED CONCRETE FOR MINOR STRUCTURES (ZONE 5)	CU.YD.	430.00	Four Hundred Thirty Dollars and zero cents
141	FLOWABLE FILL (ZONE 1)	CU.YD.	300.00	Three Hundred Dollars and zero cents.
142	FLOWABLE FILL (ZONE 2)	CU.YD.	300.00	Three Hundred Dollars and zero cents
143	FLOWABLE FILL (ZONE 3)	CU.YD.	300.00	Three Hundred Dollars and zero cents
144	FLOWABLE FILL (ZONE 4)	CU.YD.	300.00	Three Hundred Dollars and zero cents
145	FLOWABLE FILL (ZONE 5)	CU.YD.	300.00	Three Hundred Dollars and zero cents
146	RENTAL OF PUMP IF NEEDED FOR PUMPING CONCRETE OR FLOWABLE FILL	HOUR	220.00	Two Hundred Twenty Dollars and zero cents
147	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (SIGNS/BARRIERS) (ZONE 1)	SQUARE FOOT	No Bid	

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
148	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (SIGNS/BARRIERS) (ZONE 2)	SQUARE FOOT	No Bid	
149	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (SIGNS/BARRIERS) (ZONE 3)	SQUARE FOOT	No Bid	
150	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (SIGNS/BARRIERS) (ZONE 4)	SQUARE FOOT	No Bid	
151	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (SIGNS/BARRIERS) (ZONE 5)	SQUARE FOOT	No Bid	
152	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (CONCRETE) (ZONE 1)	SQUARE FOOT	No Bid	
153	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (CONCRETE) (ZONE 2)	SQUARE FOOT	No Bid	
154	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (CONCRETE) (ZONE 3)	SQUARE FOOT	No Bid	
155	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (CONCRETE) (ZONE 4)	SQUARE FOOT	No Bid	
156	PERMANENT ANTI-GRAFFITI PROTECTIVE COATING (CONCRETE) (ZONE 5)	SQUARE FOOT	No Bid	
157	METAL RAILING, PEDESTRIAN (ZONE 1)	LINEAR FOOT	105.00	One Hundred Five Dollars and zero cents
158	METAL RAILING, PEDESTRIAN (ZONE 2)	LINEAR FOOT	105.00	One Hundred Five Dollars and zero cents
159	METAL RAILING, PEDESTRIAN (ZONE 3)	LINEAR FOOT	105.00	One Hundred Five Dollars and zero cents
160	METAL RAILING, PEDESTRIAN (ZONE 4)	LINEAR FOOT	105.00	One Hundred Five Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
161	METAL RAILING, PEDESTRIAN (ZONE 5)	LINEAR FOOT	105.00	One Hundred Five Dollars and zero cents
162	METAL BRIDGE RAILING, TYPE D (ZONE 1)	LINEAR FOOT	350.00	Three Hundred Fifty Dollars and zero cents
163	METAL BRIDGE RAILING, TYPE D (ZONE 2)	LINEAR FOOT	350.00	Three Hundred Fifty Dollars and zero cents
164	METAL BRIDGE RAILING, TYPE D (ZONE 3)	LINEAR FOOT	350.00	Three Hundred Fifty Dollars and zero cents
165	METAL BRIDGE RAILING, TYPE D (ZONE 4)	LINEAR FOOT	350.00	Three Hundred Fifty Dollars and zero cents
166	METAL BRIDGE RAILING, TYPE D (ZONE 5)	LINEAR FOOT	350.00	Three Hundred Fifty Dollars and zero cents
167	METAL BARRIER END TREATMENT (ZONE 1)	LINEAR FOOT	80.00	Eighty Dollars and zero cents
168	METAL BARRIER END TREATMENT (ZONE 2)	LINEAR FOOT	75.00	Seventy-Five Dollars and zero cents
169	METAL BARRIER END TREATMENT (ZONE 3)	LINEAR FOOT	70.00	Seventy Dollars and zero cents
170	METAL BARRIER END TREATMENT (ZONE 4)	LINEAR FOOT	75.00	Seventy-Five Dollars and zero cents
171	METAL BARRIER END TREATMENT (ZONE 5)	LINEAR FOOT	65.00	Sixty-Five Dollars and zero cents
172	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITION TO CONCRETE WALL BARRIER (ZONE 1)	LINEAR FOOT	110.00	One Hundred Ten Dollars and zero cents
173	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITION TO CONCRETE WALL BARRIER (ZONE 2)	LINEAR FOOT	110.00	One Hundred Ten Dollars and zero cents

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
174	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITION TO CONCRETE WALL BARRIER (ZONE 3)	LINEAR FOOT	110.00	One Hundred Ten Dollars and zero cents
175	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITION TO CONCRETE WALL BARRIER (ZONE 4)	LINEAR FOOT	110.00	One Hundred Ten Dollars and zero cents
176	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITION TO CONCRETE WALL BARRIER (ZONE 5)	LINEAR FOOT	110.00	One Hundred Ten Dollars and zero cents
177	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 1)	LINEAR FOOT	112.00	One Hundred Twelve Dollars and zero cents
178	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 2)	LINEAR FOOT	112.00	One Hundred Twelve Dollars and zero cents
179	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 3)	LINEAR FOOT	112.00	One Hundred Twelve Dollars and zero cents
180	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 4)	LINEAR FOOT	112.00	One Hundred Twelve Dollars and zero cents
181	THRIE-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 5)	LINEAR FOOT	112.00	One Hundred Twelve Dollars and zero cents
182	W-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 1)	LINEAR FOOT	100.00	One Hundred Dollars and zero cents
183	W-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 2)	LINEAR FOOT	100.00	One Hundred Dollars and zero cents
184	W-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 3)	LINEAR FOOT	100.00	One Hundred Dollars and zero cents
185	W-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 4)	LINEAR FOOT	100.00	One Hundred Dollars and zero cents
186	W-BEAM METAL BARRIER INSTALLATION ATTACHING TRANSITIONS TO BRIDGE RAILING (ZONE 5)	LINEAR FOOT	100.00	One Hundred Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
187	WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 1)	LINEAR FOOT	23.00	Twenty-Three Dollars and zero cents
188	WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 2)	LINEAR FOOT	23.00	Twenty-Three Dollars and zero cents
189	WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 3)	LINEAR FOOT	23.00	Twenty-Three Dollars and zero cents
190	WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 4)	LINEAR FOOT	23.00	Twenty-Three Dollars and zero cents
191	WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 5)	LINEAR FOOT	23.00	Twenty-Three Dollars and zero cents
192	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 1)	EACH	5300.00	Five Thousand Three Hundred Dollars and zero cents
193	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 2)	EACH	5300.00	Five Thousand Three Hundred Dollars and zero cents
194	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS) (ZONE 3)	EACH	5300.00	Five Thousand Three Hundred Dollars and zero cents
195	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS)(ZONE 4)	EACH	5300.00	Five Thousand Three Hundred Dollars and zero cents
196	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (TRINITY CASS)(ZONE 5)	EACH	5300.00	Five Thousand Three Hundred Dollars and zero cents
197	WIRE ROPE SYSTEMS WITH SLEEVED POSTS (BRIFEN) (ZONE 1)	LINEAR FOOT	30.00	Thirty Dollars and zero cents
198	WIRE ROPE SYSTEMS WITH SLEEVED POSTS (BRIFEN) (ZONE 2)	LINEAR FOOT	30.00	Thirty Dollars and zero cents
199	WIRE ROPE SYSTEMS WITH SLEEVED POSTS (BRIFEN) (ZONE 3)	LINEAR FOOT	30.00	Thirty Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
200	WIRE ROPE SYSTEMS WITH SLEEVED POSTS (BRIFEN) (ZONE 4)	LINEAR FOOT	30.00	Thirty Dollars and zero cents
201	WIRE ROPE SYSTEMS WITH SLEEVED POSTS (BRIFEN) (ZONE 5)	LINEAR FOOT	30.00	Thirty Dollars and zero cents
202	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (BRIFEN) (ZONE 1)	EACH	5500.00	Five Thousand Five Hundred Dollars and zero cents
203	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (BRIFEN) (ZONE 2)	EACH	5500.00	Five Thousand Five Hundred Dollars and zero cents
204	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (BRIFEN) (ZONE 3)	EACH	5500.00	Five Thousand Five Hundred Dollars and zero cents
205	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (BRIFEN) (ZONE 4)	EACH	5500.00	Five Thousand Five Hundred Dollars and zero cents
206	END TREATMENT FOR WIRE ROPE SYSTEM WITH SLEEVED POSTS (BRIFEN) (ZONE 5)	EACH	5500.00	Five Thousand Five Hundred Dollars and zero cents
207	EPOXY COATING BRIDGE DECK SURFACE WITH MARK 135-POLYCARB WITH OKLAHOMA FROM DOW FORMULATED SYSTEMS (ZONE 1)	SQUARE FOOT	No Bid	
208	EPOXY COATING BRIDGE DECK SURFACE WITH MARK 135-POLYCARB WITH OKLAHOMA FROM DOW FORMULATED SYSTEMS (ZONE 2)	SQUARE FOOT	No Bid	
209	EPOXY COATING BRIDGE DECK SURFACE WITH MARK 135-POLYCARB WITH OKLAHOMA FROM DOW FORMULATED SYSTEMS (ZONE 3)	SQUARE FOOT	No Bid	
210	EPOXY COATING BRIDGE DECK SURFACE WITH MARK 135-POLYCARB WITH OKLAHOMA FROM DOW FORMULATED SYSTEMS (ZONE 4)	SQUARE FOOT	No Bid	
211	EPOXY COATING BRIDGE DECK SURFACE WITH MARK 135-POLYCARB WITH OKLAHOMA FROM DOW FORMULATED SYSTEMS (ZONE 5)	SQUARE FOOT	No Bid	
212	ENDURABLEND SYSTEMS FOR BRIDGE DECK APPLICATIONS OR EQUIVALENT POLYMER MODIFIED CEMENT SLURRY TO SEAL AND PROTECT BRIDGE DECKS (ZONE 1)	SQUARE YARD	No Bid	
213	ENDURABLEND SYSTEMS FOR BRIDGE DECK APPLICATIONS OR EQUIVALENT POLYMER MODIFIED CEMENT SLURRY TO SEAL AND PROTECT BRIDGE DECKS (ZONE 2)	SQUARE YARD	No Bid	
214	ENDURABLEND SYSTEMS FOR BRIDGE DECK APPLICATIONS OR EQUIVALENT POLYMER MODIFIED CEMENT SLURRY TO SEAL AND PROTECT BRIDGE DECKS (ZONE 3)	SQUARE YARD	No Bid	

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
215	ENDURABLEND SYSTEMS FOR BRIDGE DECK APPLICATIONS OR EQUIVALENT POLYMER MODIFIED CEMENT SLURRY TO SEAL AND PROTECT BRIDGE DECKS (ZONE 4)	SQUARE YARD	No Bid	
216	ENDURABLEND SYSTEMS FOR BRIDGE DECK APPLICATIONS OR EQUIVALENT POLYMER MODIFIED CEMENT SLURRY TO SEAL AND PROTECT BRIDGE DECKS (ZONE 5)	SQUARE YARD	No Bid	
217	12" CULVERT PIPE (ZONE 1)	LINEAR FOOT	60.00	SIXTY DOLLARS AND ZERO CENTS
218	12" CULVERT PIPE (ZONE 2)	LINEAR FOOT	60.00	SIXTY DOLLARS AND ZERO CENTS
219	12" CULVERT PIPE (ZONE 3)	LINEAR FOOT	60.00	SIXTY DOLLARS AND ZERO CENTS
220	12" CULVERT PIPE (ZONE 4)	LINEAR FOOT	60.00	SIXTY DOLLARS AND ZERO CENTS
221	12" CULVERT PIPE (ZONE 5)	LINEAR FOOT	60.00	SIXTY DOLLARS AND ZERO CENTS
222	12" CULVERT PIPE END SECTION (ZONE 1)	EACH	180.00	ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS
223	12" CULVERT PIPE END SECTION (ZONE 2)	EACH	180.00	ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS
224	12" CULVERT PIPE END SECTION (ZONE 3)	EACH	180.00	ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS
225	12" CULVERT PIPE END SECTION (ZONE 4)	EACH	180.00	ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS
226	12" CULVERT PIPE END SECTION (ZONE 5)	EACH	180.00	ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS
227	12" CULVERT PIPE BANDS AND HARDWARE (ZONE 1)	EACH	25.00	TWENTY-FIVE DOLLARS AND ZERO CENTS
228	12" CULVERT PIPE BANDS AND HARDWARE (ZONE 2)	EACH	25.00	TWENTY-FIVE DOLLARS AND ZERO CENTS
229	12" CULVERT PIPE BANDS AND HARDWARE (ZONE 3)	EACH	25.00	TWENTY-FIVE DOLLARS AND ZERO CENTS
230	12" CULVERT PIPE BANDS AND HARDWARE (ZONE 4)	EACH	25.00	TWENTY-FIVE DOLLARS AND ZERO CENTS
231	12" CULVERT PIPE BANDS AND HARDWARE (ZONE 5)	EACH	25.00	TWENTY-FIVE DOLLARS AND ZERO CENTS

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
232	18" CULVERT PIPE (ZONE 1)	LINEAR FOOT	70.00	SEVENTY DOLLARS AND ZERO CENTS
233	18" CULVERT PIPE (ZONE 2)	LINEAR FOOT	70.00	SEVENTY DOLLARS AND ZERO CENTS
234	18" CULVERT PIPE (ZONE 3)	LINEAR FOOT	70.00	SEVENTY DOLLARS AND ZERO CENTS
235	18" CULVERT PIPE (ZONE 4)	LINEAR FOOT	70.00	SEVENTY DOLLARS AND ZERO CENTS
236	18" CULVERT PIPE (ZONE 5)	LINEAR FOOT	70.00	SEVENTY DOLLARS AND ZERO CENTS
237	18" CULVERT PIPE END SECTION (ZONE 1)	EACH	210.00	TWO HUNDRED TEN DOLLARS AND ZERO CENTS
238	18" CULVERT PIPE END SECTION (ZONE 2)	EACH	210.00	TWO HUNDRED TEN DOLLARS AND ZERO CENTS
239	18" CULVERT PIPE END SECTION (ZONE 3)	EACH	210.00	TWO HUNDRED TEN DOLLARS AND ZERO CENTS
240	18" CULVERT PIPE END SECTION (ZONE 4)	EACH	210.00	TWO HUNDRED TEN DOLLARS AND ZERO CENTS
241	18" CULVERT PIPE END SECTION (ZONE 5)	EACH	210.00	TWO HUNDRED TEN DOLLARS AND ZERO CENTS
242	18" CULVERT PIPE BANDS AND HARDWARE (ZONE 1)	EACH	30.00	THIRTY DOLLARS AND ZERO CENTS
243	18" CULVERT PIPE BANDS AND HARDWARE (ZONE 2)	EACH	30.00	THIRTY DOLLARS AND ZERO CENTS
244	18" CULVERT PIPE BANDS AND HARDWARE (ZONE 3)	EACH	30.00	THIRTY DOLLARS AND ZERO CENTS
245	18" CULVERT PIPE BANDS AND HARDWARE (ZONE 4)	EACH	30.00	THIRTY DOLLARS AND ZERO CENTS
246	18" CULVERT PIPE BANDS AND HARDWARE (ZONE 5)	EACH	30.00	THIRTY DOLLARS AND ZERO CENTS
247	24" CULVERT PIPE (ZONE 1)	LINEAR FOOT	80.00	EIGHTY DOLLARS AND ZERO CENTS
248	24" CULVERT PIPE (ZONE 2)	LINEAR FOOT	80.00	EIGHTY DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
249	24" CULVERT PIPE (ZONE 3)	LINEAR FOOT	80.00	EIGHTY DOLLARS AND ZERO CENTS
250	24" CULVERT PIPE (ZONE 4)	LINEAR FOOT	80.00	EIGHTY DOLLARS AND ZERO CENTS
251	24" CULVERT PIPE (ZONE 5)	LINEAR FOOT	80.00	EIGHTY DOLLARS AND ZERO CENTS
252	24" CULVERT PIPE END SECTION (ZONE 1)	EACH	260.00	TWO HUNDRED SIXTY DOLLARS AND ZERO CENTS
253	24" CULVERT PIPE END SECTION (ZONE 2)	EACH	260.00	TWO HUNDRED SIXTY DOLLARS AND ZERO CENTS
254	24" CULVERT PIPE END SECTION (ZONE 3)	EACH	260.00	TWO HUNDRED SIXTY DOLLARS AND ZERO CENTS
255	24" CULVERT PIPE END SECTION (ZONE 4)	EACH	260.00	TWO HUNDRED SIXTY DOLLARS AND ZERO CENTS
256	24" CULVERT PIPE END SECTION (ZONE 5)	EACH	260.00	TWO HUNDRED SIXTY DOLLARS AND ZERO CENTS
257	24" CULVERT PIPE BANDS AND HARDWARE (ZONE 1)	EACH	40.00	FORTY DOLLARS AND ZERO CENTS
258	24" CULVERT PIPE BANDS AND HARDWARE (ZONE 2)	EACH	40.00	FORTY DOLLARS AND ZERO CENTS
259	24" CULVERT PIPE BANDS AND HARDWARE (ZONE 3)	EACH	40.00	FORTY DOLLARS AND ZERO CENTS
260	24" CULVERT PIPE BANDS AND HARDWARE (ZONE 4)	EACH	40.00	FORTY DOLLARS AND ZERO CENTS
261	24" CULVERT PIPE BANDS AND HARDWARE (ZONE 5)	EACH	40.00	FORTY DOLLARS AND ZERO CENTS
262	30" CULVERT PIPE (ZONE 1)	LINEAR FOOT	90.00	NINETY DOLLARS AND ZERO CENTS
263	30" CULVERT PIPE (ZONE 2)	LINEAR FOOT	90.00	NINETY DOLLARS AND ZERO CENTS
264	30" CULVERT PIPE (ZONE 3)	LINEAR FOOT	90.00	NINETY DOLLARS AND ZERO CENTS
265	30" CULVERT PIPE (ZONE 4)	LINEAR FOOT	90.00	NINETY DOLLARS AND ZERO CENTS

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
266	30" CULVERT PIPE (ZONE 5)	LINEAR FOOT	90.00	NINETY DOLLARS AND ZERO CENTS
267	30" CULVERT PIPE END SECTION (ZONE 1)	EACH	400.00	FOUR HUNDRED DOLLARS AND ZERO CENTS
268	30" CULVERT PIPE END SECTION (ZONE 2	EACH	400.00	FOUR HUNDRED DOLLARS AND ZERO CENTS
269	30" CULVERT PIPE END SECTION (ZONE 3)	EACH	400.00	FOUR HUNDRED DOLLARS AND ZERO CENTS
270	30" CULVERT PIPE END SECTION (ZONE 4)	EACH	400.00	FOUR HUNDRED DOLLARS AND ZERO CENTS
271	30" CULVERT PIPE END SECTION (ZONE 5)	EACH	400.00	FOUR HUNDRED DOLLARS AND ZERO CENTS
272	30" CULVERT PIPE BANDS AND HARDWARE (ZONE 1)	EACH	45.00	FORTY-FIVE DOLLARS AND ZERO CENTS
273	30" CULVERT PIPE BANDS AND HARDWARE (ZONE 2)	EACH	45.00	FORTY-FIVE DOLLARS AND ZERO CENTS
274	30" CULVERT PIPE BANDS AND HARDWARE (ZONE 3)	EACH	45.00	FORTY-FIVE DOLLARS AND ZERO CENTS
275	30" CULVERT PIPE BANDS AND HARDWARE (ZONE 4)	EACH	45.00	FORTY-FIVE DOLLARS AND ZERO CENTS
276	30" CULVERT PIPE BANDS AND HARDWARE (ZONE 5)	EACH	45.00	FORTY-FIVE DOLLARS AND ZERO CENTS
277	36" CULVERT PIPE (ZONE 1)	LIN.FT.	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
278	36" CULVERT PIPE (ZONE 2)	LINEAR FOOT	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
279	36" CULVERT PIPE (ZONE 3)	LINEAR FOOT	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
280	36" CULVERT PIPE (ZONE 4)	LINEAR FOOT	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
281	36" CULVERT PIPE (ZONE 5)	LINEAR FOOT	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
282	36" CULVERT PIPE END SECTION (ZONE 1)	EACH	545.00	FIVE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
283	36" CULVERT PIPE END SECTION (ZONE 2)	EACH	545.00	FIVE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS
284	36" CULVERT PIPE END SECTION (ZONE 3)	EACH	545.00	FIVE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS
285	36" CULVERT PIPE END SECTION (ZONE 4)	EACH	545.00	FIVE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS
286	36" CULVERT PIPE END SECTION (ZONE 5)	EACH	545.00	FIVE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS
287	36" CULVERT PIPE BANDS AND HARDWARE (ZONE 1)	EACH	50.00	FIFTY DOLLARS AND ZERO CENTS
288	36" CULVERT PIPE BANDS AND HARDWARE (ZONE 2)	EACH	50.00	FIFTY DOLLARS AND ZERO CENTS
289	36" CULVERT PIPE BANDS AND HARDWARE (ZONE 3)	EACH	50.00	FIFTY DOLLARS AND ZERO CENTS
290	36" CULVERT PIPE BANDS AND HARDWARE (ZONE 4)	EACH	50.00	FIFTY DOLLARS AND ZERO CENTS
291	36" CULVERT PIPE BANDS AND HARDWARE (ZONE 5)	EACH	50.00	FIFTY DOLLARS AND ZERO CENTS
292	48" CULVERT PIPE (ZONE 1)	LIN.FT.	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
293	48" CULVERT PIPE (ZONE 2)	LINEAR FOOT	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
294	48" CULVERT PIPE (ZONE 3)	LINEAR FOOT	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
295	48" CULVERT PIPE (ZONE 4)	LINEAR FOOT	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
296	48" CULVERT PIPE (ZONE 5)	LINEAR FOOT	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
297	48" CULVERT PIPE END SECTION (ZONE 1)	EACH	1000.00	ONE THOUSAND DOLLARS AND ZERO CENTS
298	48" CULVERT PIPE END SECTION (ZONE 2)	EACH	1000.00	ONE THOUSAND DOLLARS AND ZERO CENTS
299	48" CULVERT PIPE END SECTION (ZONE 3)	EACH	1000.00	ONE THOUSAND DOLLARS AND ZERO CENTS
300	48" CULVERT PIPE END SECTION (ZONE 4)	EACH	1000.00	ONE THOUSAND DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
301	48" CULVERT PIPE END SECTION (ZONE 5)	EACH	1000.00	One Thousand Dollars and zero cents
302	48" CULVERT PIPE BANDS AND HARDWARE (ZONE 1)	EACH	70.00	Seventy Dollars and zero cents
303	48" CULVERT PIPE BANDS AND HARDWARE (ZONE 2)	EACH	70.00	Seventy Dollars and zero cents
304	48" CULVERT PIPE BANDS AND HARDWARE (ZONE 3)	EACH	70.00	Seventy Dollars and zero cents
305	48" CULVERT PIPE BANDS AND HARDWARE (ZONE 4)	EACH	70.00	Seventy Dollars and zero cents
306	48" CULVERT PIPE BANDS AND HARDWARE (ZONE 5)	EACH	70.00	Seventy Dollars and zero cents
307	ASPHALT COLD MILLING (ZONE 1)	SY/IN	1.00	One Dollar and zero cents
308	ASPHALT COLD MILLING (ZONE 2)	SY/IN	0.95	Ninety-Five Cents
309	ASPHALT COLD MILLING (ZONE 3)	SY/IN	1.01	One Dollar and One cent
310	ASPHALT COLD MILLING (ZONE 4)	SY/IN	1.06	One Dollar and Six cents
311	ASPHALT COLD MILLING (ZONE 5)	SY/IN	1.08	One Dollar and Eight cents
312	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT (ZONE 1)	SY/IN	3.10	Three Dollars and Ten cents
313	RECLAIMING OF SURFACE -PROCESS, PLACE AND COMPACT (ZONE 2)	SY/IN	3.10	Three Dollars and Ten cents
314	RECLAIMING OF SURFACE- PROCESS, PLACE AND COMPACT (ZONE 3)	SY/IN	3.10	Three Dollars and Ten cents
315	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT (ZONE 4)	SY/IN	3.10	Three Dollars and Ten cents
316	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT (ZONE 5)	SY/IN	3.10	Three Dollars and Ten cents
317	REMOVAL OF CURB & GUTTER (1 - 450 LF) (ZONE 1)	LINEAR FOOT	4.25	Four Dollars and Twenty-Five cents
318	REMOVAL OF CURB & GUTTER (1 - 450 LF) (ZONE 2)	LINEAR FOOT	4.25	Four Dollars and Twenty-Five cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
319	REMOVAL OF CURB & GUTTER (1 - 450 LF) (ZONE 3)	LINEAR FOOT	4.50	Four Dollars and Fifty cents
320	REMOVAL OF CURB & GUTTER (1 - 450 LF) (ZONE 4)	LINEAR FOOT	4.50	Four Dollars and Fifty cents
321	REMOVAL OF CURB & GUTTER (1 - 450 LF) (ZONE 5)	LINEAR FOOT	4.60	Four Dollars and Sixty cents
322	REMOVAL OF CURB & GUTTER (451 - 900 LF) (ZONE 1)	LINEAR FOOT	3.50	Three Dollars and Fifty cents
323	REMOVAL OF CURB & GUTTER (451 - 900 LF) (ZONE 2)	LINEAR FOOT	3.25	Three Dollars and Twenty-Five cents
324	REMOVAL OF CURB & GUTTER (451 - 900 LF) (ZONE 3)	LINEAR FOOT	3.25	Three Dollars and Twenty-Five cents
325	REMOVAL OF CURB & GUTTER (451 - 900 LF) (ZONE 4)	LINEAR FOOT	4.25	Four Dollars and Twenty-Five cents
326	REMOVAL OF CURB & GUTTER (451 - 900 LF) (ZONE 5)	LINEAR FOOT	4.25	Four Dollars and Twenty-Five cents
327	REMOVAL OF CURB & GUTTER (900 + LF) (ZONE 1)	LINEAR FOOT	3.25	Three Dollars and Twenty-Five cents
328	REMOVAL OF CURB & GUTTER (900 + LF) (ZONE 2)	LINEAR FOOT	3.25	Three Dollars and Twenty-Five cents
329	REMOVAL OF CURB & GUTTER (900 + LF) (ZONE 3)	LINEAR FOOT	3.25	Three Dollars and Twenty-Five cents
330	REMOVAL OF CURB & GUTTER (900 + LF) (ZONE 4)	LINEAR FOOT	3.50	Three Dollars and Fifty cents
331	REMOVAL OF CURB & GUTTER (900 + LF) (ZONE 5)	LINEAR FOOT	4.25	Four Dollars and Twenty-Five cents
332	REMOVAL OF SIDEWALK (ZONE 1) (1 - 250 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
333	REMOVAL OF SIDEWALK (ZONE 2) (1 - 250 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
334	REMOVAL OF SIDEWALK (ZONE 3) (1 - 250 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
335	REMOVAL OF SIDEWALK (ZONE 4) (1 - 250 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
336	REMOVAL OF SIDEWALK (ZONE 5) (1 - 250 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents

APPENDIX F

ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES

IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
337	REMOVAL OF SIDEWALK (ZONE 1) (251 - 500 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
338	REMOVAL OF SIDEWALK (ZONE 2) (251 - 500 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
339	REMOVAL OF SIDEWALK (ZONE 3) (251 - 500 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
340	REMOVAL OF SIDEWALK (ZONE 4) (251 - 500 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
341	REMOVAL OF SIDEWALK (ZONE 5) (251 - 500 SY)	SQ YD	5.25	Five Dollars and Twenty-Five cents
342	REMOVAL OF SIDEWALK (ZONE 1) (501 + SY)	SQ YD	4.25	Four Dollars and Twenty-Five cents
343	REMOVAL OF SIDEWALK (ZONE 2) (501 + SY)	SQ YD	4.25	Four Dollars and Twenty-Five cents
344	REMOVAL OF SIDEWALK (ZONE 3) (501 + SY)	SQ YD	4.25	Four Dollars and Twenty-Five cents
345	REMOVAL OF SIDEWALK (ZONE 4) (501 + SY)	SQ YD	4.25	Four Dollars and Twenty-Five cents
346	REMOVAL OF SIDEWALK (ZONE 5) (501 + SY)	SQ YD	4.25	Four Dollars and Twenty-Five cents
347	RIPRAP CLASS A (ZONE 1)	CU.YD.	195.00	One Hundred Ninety-Five Dollars and zero cents
348	RIPRAP CLASS A (ZONE 2)	CU.YD.	195.00	One Hundred Ninety-Five Dollars and zero cents
349	RIPRAP CLASS A (ZONE 3)	CU.YD.	195.00	One Hundred Ninety-Five Dollars and zero cents
350	RIPRAP CLASS A (ZONE 4)	CU.YD.	195.00	One Hundred Ninety-Five Dollars and zero cents
351	RIPRAP CLASS A (ZONE 5)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
352	RIPRAP CLASS B (ZONE 1)	CU.YD.	~~90.00~~ 90.00	Ninety Dollars and zero cents
353	RIPRAP CLASS B (ZONE 2)	CU.YD.	90.00	Ninety Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
354	RIPRAP CLASS B (ZONE 3)	CU.YD.	90.00	Ninety Dollars and zero cents
355	RIPRAP CLASS B (ZONE 4)	CU.YD.	90.00	Ninety Dollars and zero cents
356	RIPRAP CLASS B (ZONE 5)	CU.YD.	~~90.00~~ 80.00	Eighty Dollars and zero cents
357	RIPRAP CLASS F (ZONE 1)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
358	RIPRAP CLASS F (ZONE 2)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
359	RIPRAP CLASS F (ZONE 3)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
360	RIPRAP CLASS F (ZONE 4)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
361	RIPRAP CLASS F (ZONE 5)	CU.YD.	170.00	One Hundred Seventy Dollars and zero cents
362	RIPRAP CLASS G (ZONE 1)	CU.YD.	100.00	One Hundred Dollars and zero cents
363	RIPRAP CLASS G (ZONE 2)	CU.YD.	100.00	One Hundred Dollars and zero cents
364	RIPRAP CLASS G (ZONE 3)	CU.YD.	100.00	One Hundred Dollars and zero cents
365	RIPRAP CLASS G (ZONE 4)	CU.YD.	100.00	One Hundred Dollars and zero cents
366	RIPRAP CLASS G (ZONE 5)	CU.YD.	90.00	Ninety Dollars and zero cents
367	GABIONS (ZONE 1)	CU.YD.	200.00	Two Hundred Dollars and zero cents
368	GABIONS (ZONE 2)	CU.YD.	200.00	Two Hundred Dollars and zero cents
369	GABIONS (ZONE 3)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
370	GABIONS (ZONE 4)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents
371	GABIONS (ZONE 5)	CU.YD.	190.00	One Hundred Ninety Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
372	SILT FENCE (INSTALL AND MAINTAIN) (ZONE 1)	LINEAR FOOT	1.80	One Dollar Eighty cents
373	SILT FENCE (INSTALL AND MAINTAIN) (ZONE 2)	LINEAR FOOT	1.80	One Dollar Eighty cents
374	SILT FENCE (INSTALL AND MAINTAIN) (ZONE 3)	LINEAR FOOT	1.80	One Dollar Eighty cents
375	SILT FENCE (INSTALL AND MAINTAIN) (ZONE 4)	LINEAR FOOT	1.80	One Dollar Eighty cents
376	SILT FENCE (INSTALL AND MAINTAIN) (ZONE 5)	LINEAR FOOT	1.80	One Dollar Eighty cents
377	MULCH SOCKS (INSTALL AND MAINTAIN) (ZONE 1)	LINEAR FOOT	1.80	One Dollar Eighty cents
378	MULCH SOCKS (INSTALL AND MAINTAIN) (ZONE 2)	LINEAR FOOT	1.80	One Dollar Eighty cents
379	MULCH SOCKS (INSTALL AND MAINTAIN) (ZONE 3)	LINEAR FOOT	1.80	One Dollar Eighty cents
380	MULCH SOCKS (INSTALL AND MAINTAIN) (ZONE 4)	LINEAR FOOT	1.80	One Dollar Eighty cents
381	MULCH SOCKS (INSTALL AND MAINTAIN) (ZONE 5)	LINEAR FOOT	1.80	One Dollar Eighty cents
382	SWPPP PLAN PREPARATION	PER PROJECT		
383	BARBED WIRE FENCE 4' (ZONE 1)	LINEAR FOOT	6.00	Six Dollars and zero cents
384	BARBED WIRE FENCE 4' (ZONE 2)	LINEAR FOOT	6.00	Six Dollars and zero cents
385	BARBED WIRE FENCE 4' (ZONE 3)	LINEAR FOOT	6.00	Six Dollars and zero cents
386	BARBED WIRE FENCE 4' (ZONE 4)	LINEAR FOOT	6.00	Six Dollars and zero cents
387	BARBED WIRE FENCE 4' (ZONE 5)	LINEAR FOOT	6.00	Six Dollars and zero cents
388	CHAIN LINK FENCE 6' (ZONE 1)	LINEAR FOOT	22.00	Twenty-Two Dollars and zero cents
389	CHAIN LINK FENCE 6' (ZONE 2)	LINEAR FOOT	22.00	Twenty-Two Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
390	CHAIN LINK FENCE 6' (ZONE 3)	LINEAR FOOT	22.00	TWENTY-TWO DOLLARS AND ZERO CENTS
391	CHAIN LINK FENCE 6' (ZONE 4)	LINEAR FOOT	22.00	TWENTY-TWO DOLLARS AND ZERO CENTS
392	CHAIN LINK FENCE 6' (ZONE 5)	LINEAR FOOT	22.00	TWENTY-TWO DOLLARS AND ZERO CENTS
393	CONCRETE SIDEWALK 4" (ZONE 1) (1 - 250 SY)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
394	CONCRETE SIDEWALK 4" (ZONE 2) (1 - 250 SY)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
395	CONCRETE SIDEWALK 4" (ZONE 3) (1 - 250 SY)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
396	CONCRETE SIDEWALK 4" (ZONE 4) (1 - 250 SY)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
397	CONCRETE SIDEWALK 4" (ZONE 5) (1 - 250 SY)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
398	CONCRETE SIDEWALK 4" (ZONE 1) (251 - 500 SY)	SQ.YD.	34.00	THIRTY-FOUR DOLLARS AND ZERO CENTS
399	CONCRETE SIDEWALK 4" (ZONE 2) (251 - 500 SY)	SQ.YD.	34.00	THIRTY-FOUR DOLLARS AND ZERO CENTS
400	CONCRETE SIDEWALK 4" (ZONE 3) (251 - 500 SY)	SQ.YD.	34.00	THIRTY-FOUR DOLLARS AND ZERO CENTS
401	CONCRETE SIDEWALK 4" (ZONE 4) (251 - 500 SY)	SQ.YD.	34.00	THIRTY-FOUR DOLLARS AND ZERO CENTS
402	CONCRETE SIDEWALK 4" (ZONE 5) (251 - 500 SY)	SQ.YD.	00 34.00 ~~32.00~~	THIRTY-~~TWO~~ FOUR DOLLARS AND ZERO CENTS
403	CONCRETE SIDEWALK 4" (ZONE 1) (501 + SY)	SQ.YD.	32.00	THIRTY-TWO DOLLARS AND ZERO CENTS
404	CONCRETE SIDEWALK 4" (ZONE 2) (501 + SY)	SQ.YD.	32.00	THIRTY-TWO DOLLARS AND ZERO CENTS
405	CONCRETE SIDEWALK 4" (ZONE 3) (501 + SY)	SQ.YD.	32.00	THIRTY-TWO DOLLARS AND ZERO CENTS
406	CONCRETE SIDEWALK 4" (ZONE 4) (501 + SY)	SQ.YD.	32.00	THIRTY-TWO DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
407	CONCRETE SIDEWALK 4" (ZONE 5) (501 + SY)	SQ.YD.	32.00 32.00	THIRTY-TWO DOLLARS AND ZERO CENTS
408	COLORED CONCRETE SIDEWALK 4" (ZONE 1) (1 - 250 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	39.00	THIRTY-NINE DOLLARS AND ZERO CENTS
409	COLORED CONCRETE SIDEWALK 4" (ZONE 2) (1 - 250 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	39.00	THIRTY-NINE DOLLARS AND ZERO CENTS
410	COLORED CONCRETE SIDEWALK 4" (ZONE 3) (1 - 250 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	39.00	THIRTY-NINE DOLLARS AND ZERO CENTS
411	COLORED CONCRETE SIDEWALK 4" (ZONE 4) (1 - 250 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	39.00	THIRTY-NINE DOLLARS AND ZERO CENTS
412	COLORED CONCRETE SIDEWALK 4" (ZONE 5) (1 - 250 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	39.00	THIRTY-NINE DOLLARS AND ZERO CENTS
413	COLORED CONCRETE SIDEWALK 4" (ZONE 1) (251 - 500 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
414	COLORED CONCRETE SIDEWALK 4" (ZONE 2) (251 - 500 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
415	COLORED CONCRETE SIDEWALK 4" (ZONE 3) (251 - 500 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
416	COLORED CONCRETE SIDEWALK 4" (ZONE 4) (251 - 500 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
417	COLORED CONCRETE SIDEWALK 4" (ZONE 5) (251 - 500 SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	36.00	THIRTY-SIX DOLLARS AND ZERO CENTS
418	COLORED CONCRETE SIDEWALK 4" (ZONE 1) (501 + SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	33.00	THIRTY-THREE DOLLARS AND ZERO CENTS
419	COLORED CONCRETE SIDEWALK 4" (ZONE 2) (501 + SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	33.00	THIRTY-THREE DOLLARS AND ZERO CENTS
420	COLORED CONCRETE SIDEWALK 4" (ZONE 3) (501 + SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	33.00	THIRTY-THREE DOLLARS AND ZERO CENTS
421	COLORED CONCRETE SIDEWALK 4" (ZONE 4) (501 + SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	33.00	THIRTY-THREE DOLLARS AND ZERO CENTS
422	COLORED CONCRETE SIDEWALK 4" (ZONE 5) (501 + SY) (SANTA FE BROWN - 1 LB MIX)	SQ.YD.	33.00	THIRTY-THREE DOLLARS AND ZERO CENTS
423	CONCRETE DRIVE PAD 6" (ZONE 1)	SQ.YD.	49.00	FORTY-NINE DOLLARS AND ZERO CENTS
424	CONCRETE DRIVE PAD 6" (ZONE 2)	SQ.YD.	49.00	FORTY-NINE DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
425	CONCRETE DRIVE PAD 6" (ZONE 3)	SQ.YD.	49.00	Forty-Nine Dollars and zero cents
426	CONCRETE DRIVE PAD 6" (ZONE 4)	SQ.YD.	49.00	Forty-Nine Dollars and zero cents
427	CONCRETE DRIVE PAD 6" (ZONE 5)	SQ.YD.	49.00	Forty-Nine Dollars and zero cents.
428	CONCRETE MEDIUM PAVEMENT 4" (ZONE 1)	SQ.YD.	35.00	Thirty-Five Dollars and zero cents
429	CONCRETE MEDIUM PAVEMENT 4" (ZONE 2)	SQ.YD.	35.00	Thirty-Five Dollars and zero cents
430	CONCRETE MEDIUM PAVEMENT 4" (ZONE 3)	SQ.YD.	35.00	Thirty-Five Dollars and zero cents
431	CONCRETE MEDIUM PAVEMENT 4" (ZONE 4)	SQ.YD.	35.00	Thirty-Five Dollars and zero cents
432	CONCRETE MEDIUM PAVEMENT 4" (ZONE 5)	SQ.YD.	35.00	Thirty-Five Dollars and zero cents
433	CONCRETE MEDIUM PAVEMENT 4" (ZONE 1) (COLORED AND PATTERNED)	SQ.YD.	41.00	Forty-One Dollars and zero cents
434	CONCRETE MEDIUM PAVEMENT 4" (ZONE 2) (COLORED AND PATTERNED)	SQ.YD.	41.00	Forty-One Dollars and zero cents
435	CONCRETE MEDIUM PAVEMENT 4" (ZONE 3) (COLORED AND PATTERNED)	SQ.YD.	41.00	Forty-One Dollars and zero cents
436	CONCRETE MEDIUM PAVEMENT 4" (ZONE 4) (COLORED AND PATTERNED)	SQ.YD.	41.00	Forty-One Dollars and zero cents
437	CONCRETE MEDIUM PAVEMENT 4" (ZONE 5) (COLORED AND PATTERNED)	SQ.YD.	41.00	Forty-One Dollars and zero cents
438	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 1)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
439	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 2)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
440	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 3)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
441	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 4)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
442	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 5)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
443	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 1)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
444	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 2)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
445	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 3)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
446	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 4)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
447	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 5)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
448	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (901 + LF) (ZONE 1)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
449	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (901 + LF) (ZONE 2)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
450	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (901 + LF) (ZONE 3)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
451	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (901 + LF) (ZONE 4)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
452	CONCRETE MOUNTABLE CURB & GUTTER 6" X 18" (901 + LF) (ZONE 5)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
453	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 1)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
454	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 2)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
455	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 3)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
456	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 4)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
457	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 5)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
458	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 1)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
459	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 2)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
460	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 3)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
461	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 4)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
462	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 5)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
463	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (901 + LF) (ZONE 1)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
464	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (901 + LF) (ZONE 2)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
465	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (901 + LF) (ZONE 3)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
466	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (901 + LF) (ZONE 4)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
467	CONCRETE MOUNTABLE CURB & GUTTER 6" X 24" (901 + LF) (ZONE 5)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
468	CONCRETE BARRIER CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 1)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
469	CONCRETE BARRIER CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 2)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
470	CONCRETE BARRIER CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 3)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
471	CONCRETE BARRIER CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 4)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
472	CONCRETE BARRIER CURB & GUTTER 6" X 18" (1 - 450 LF) (ZONE 5)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
473	CONCRETE BARRIER CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 1)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
474	CONCRETE BARRIER CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 2)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
475	CONCRETE BARRIER CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 3)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
476	CONCRETE BARRIER CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 4)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
477	CONCRETE BARRIER CURB & GUTTER 6" X 18" (451 - 900 LF) (ZONE 5)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
478	CONCRETE BARRIER CURB & GUTTER 6" X 18" (901 + LF) (ZONE 1)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
479	CONCRETE BARRIER CURB & GUTTER 6" X 18" (901 + LF) (ZONE 2)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
480	CONCRETE BARRIER CURB & GUTTER 6" X 18" (901 + LF) (ZONE 3)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
481	CONCRETE BARRIER CURB & GUTTER 6" X 18" (901 + LF) (ZONE 4)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
482	CONCRETE BARRIER CURB & GUTTER 6" X 18" (901 + LF) (ZONE 5)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
483	CONCRETE BARRIER CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 1)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
484	CONCRETE BARRIER CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 2)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
485	CONCRETE BARRIER CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 3)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
486	CONCRETE BARRIER CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 4)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
487	CONCRETE BARRIER CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 5)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
488	CONCRETE BARRIER CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 1)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
489	CONCRETE BARRIER CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 2)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
490	CONCRETE BARRIER CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 3)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
491	CONCRETE BARRIER CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 4)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
492	CONCRETE BARRIER CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 5)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
493	CONCRETE BARRIER CURB & GUTTER 6" X 24" (901 + LF) (ZONE 1)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
494	CONCRETE BARRIER CURB & GUTTER 6" X 24" (901 + LF) (ZONE 2)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
495	CONCRETE BARRIER CURB & GUTTER 6" X 24" (901 + LF) (ZONE 3)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
496	CONCRETE BARRIER CURB & GUTTER 6" X 24" (901 + LF) (ZONE 4)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
497	CONCRETE BARRIER CURB & GUTTER 6" X 24" (901 + LF) (ZONE 5)	LINEAR FOOT	15.00	Fifteen Dollars and zero cents
498	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 1)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
499	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 2)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
500	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 3)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
501	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 4)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
502	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (1 - 450 LF) (ZONE 5)	LINEAR FOOT	18.00	Eighteen Dollars and zero cents
503	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 1)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
504	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 2)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
505	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 3)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
506	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 4)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
507	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (451 - 900 LF) (ZONE 5)	LINEAR FOOT	16.00	Sixteen Dollars and zero cents
508	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (901 + LF) (ZONE 1)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
509	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (901 + LF) (ZONE 2)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
510	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (901 + LF) (ZONE 3)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
511	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (901 + LF) (ZONE 4)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
512	CONCRETE LAYDOWN CURB & GUTTER 6" X 24" (901 + LF) (ZONE 5)	LINEAR FOOT	14.00	Fourteen Dollars and zero cents
513	TRAFFIC CONTROL PLAN	PER PROJECT		
514	TRAFFIC CONTROL MANAGEMENT	PER PROJECT		

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
515	MOBILIZATION	PER PROJECT		
516	MDI TYPE I (URBAN) H=0'0" TO 3'0" (ZONE 1)	EACH	3700.00 ~~800.00~~	Three Thousand Seven Hundred Dollars and zero cents
517	MDI TYPE I (URBAN) H=0'0" TO 3'0" (ZONE 2)	EACH	3700.00 ~~800.00~~	Three Thousand Seven Hundred Dollars and zero cents
518	MDI TYPE I (URBAN) H=0'0" TO 3'0" (ZONE 3)	EACH	3700.00	Three Thousand Seven Hundred Dollars and zero cents
519	MDI TYPE I (URBAN) H=0'0" TO 3'0" (ZONE 4)	EACH	3700.00	Three Thousand Seven Hundred Dollars and zero cents
520	MDI TYPE I (URBAN) H=0'0" TO 3'0" (ZONE 5)	EACH	3700.00	Three Thousand Seven Hundred Dollars and zero cents
521	MOD MED DI TTYPE (VALLEY/U) H-0'0" TO 3'0" (ZONE 1)	EACH	3800.00	Three Thousand Eight Hundred Dollars and zero cents
522	MOD MED DI TYPE (VALLEY/U) H-0'0" TO 3'0" (ZONE 2)	EACH	3800.00	Three Thousand Eight Hundred Dollars and zero cents
523	MOD MED DI TYPE (VALLEY/U) H-0'0" TO 3'0" (ZONE 3)	EACH	3800.00	Three Thousand Eight Hundred Dollars and zero cents
524	MOD MED DI TYPE (VALLEY/U) H-0'0" TO 3'0" (ZONE 4)	EACH	3800.00	Three Thousand Eight Hundred Dollars and zero cents
525	MOD MED DI TYPE I (VALLEY/U) H-0'0" TO 3'0" (ZONE 5)	EACH	3800.00	Three Thousand Eight Hundred Dollars and zero cents.
526	CDI TYPE I-B TO 4' (ZONE 1)	EACH	3200.00	Three Thousand Two Hundred Dollars and zero cents
527	CDI TYPE I-B TO 4' (ZONE 2)	EACH	3200.00	Three Thousand Two Hundred Dollars and zero cents
528	CDI TYPE I-B TO 4' (ZONE 3)	EACH	3200.00	Three Thousand Two Hundred Dollars and zero cents
529	CDI TYPE I-B TO 4' (ZONE 4)	EACH	3200.00	Three Thousand Two Hundred Dollars and zero cents
530	CDI TYPE I-B TO 4' (ZONE 5)	EACH	3200.00	Three Thousand Two Hundred Dollars and zero cents
531	MANHOLE ADJUSTMENTS (ZONE 1)	EACH	800.00	Eight Hundred Dollars and zero cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
532	MANHOLE ADJUSTMENTS (ZONE 2)	EACH	800.00	Eight Hundred Dollars and zero cents
533	MANHOLE ADJUSTMENTS TO THIS PAY ITEM (ZONE 3)	EACH	800.00	Eight Hundred Dollars and zero cents
534	MANHOLE ADJUSTMENTS (ZONE 4)	EACH	800.00	Eight Hundred Dollars and zero cents
535	MANHOLE ADJUSTMENTS (ZONE 5)	EACH	800.00	Eight Hundred Dollars and zero cents
536	MANHOLE FRAME AND COVER (ZONE 1)	EACH	400.00	Four Hundred Dollars and zero cents
537	MANHOLE FRAME AND COVER (ZONE 2)	EACH	400.00	Four Hundred Dollars and zero cents
538	MANHOLE FRAME AND COVER (ZONE 3)	EACH	400.00	Four Hundred Dollars and zero cents
539	MANHOLE FRAME AND COVER (ZONE 4)	EACH	400.00	Four Hundred Dollars and zero cents
540	MANHOLE FRAME AND COVER (ZONE 5)	EACH	400.00	Four Hundred Dollars and zero cents
541	WATER VALVE ADJUSTMENT (ZONE 1)	EACH	800.00	Eight Hundred Dollars and zero cents
542	WATER VALVE ADJUSTMENT (ZONE 2)	EACH	800.00	Eight Hundred Dollars and zero cents
543	WATER VALVE ADJUSTMENT (ZONE 3)	EACH	800.00	Eight Hundred Dollars and zero cents
544	WATER VALVE ADJUSTMENT (ZONE 4)	EACH	800.00	Eight Hundred Dollars and zero cents
545	WATER VALVE ADJUSTMENT (ZONE 5)	EACH	800.00	Eight Hundred Dollars and zero cents
546	PANEL SIGNS	SQ.FT.	13.00	Thirteen Dollars and zero cents
547	REMOVE AND RESET PANEL SIGN	EACH	200.00	Two Hundred Dollars and zero cents
548	STEEL/BASE POST FOR ALUMINUM SIGNS	LINEAR FOOT	11.00	Eleven Dollars and zero cents

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
549	CONSTRUCTION STAKING BY CONTRACTOR (ZONE 1)	HOUR	220.00	Two Hundred Twenty Dollars and zero cents
550	CONSTRUCTION STAKING BY CONTRACTOR (ZONE 2)	HOUR	220.00	Two Hundred Twenty Dollars and zero cents
551	CONSTRUCTION STAKING BY CONTRACTOR (ZONE 3)	HOUR	220.00	Two Hundred Twenty Dollars and zero cents
552	CONSTRUCTION STAKING BY CONTRACTOR (ZONE 4)	HOUR	220.00	Two Hundred Twenty Dollars and zero cents
553	CONSTRUCTION STAKING BY CONTRACTOR (ZONE 5)	HOUR	220.00	Two Hundred Twenty Dollars and zero cents
554	MATERIAL TESTING ALLOWANCE	PER PROJECT		
	BARRICADE / WARNING LIGHTS			
555	BARRICADE, TYPE I WITHOUT LIGHTS	DAY	0.95	Ninety-Five cents
556	BARRICADE, TYPE I WITH TYPE A (FLASHING) LIGHTS	DAY	1.60	One Dollar and Sixty Cents
557	BARRICADE, TYPE I WITH TYPE C (STEADY BURNING) LIGHTS	DAY	1.60	One Dollar and Sixty cents
558	BARRICADE, TYPE II WITHOUT LIGHTS	DAY	0.95	Ninety-Five cents
559	BARRICADE, TYPE II WITH TYPE A (FLASHING) LIGHTS	DAY	1.60	One Dollar and Sixty cents
560	BARRICADE, TYPE II WITH TYPE C	DAY	1.60	One Dollar and Sixty cents
561	BARRICADE, TYPE III WITHOUT LIGHTS	DAY	2.70	Two Dollars and Seventy cents
562	BARRICADE, TYPE III WITH TYPE A (FLASHING) LIGHTS	DAY	4.00	Four Dollars and zero cents
563	BARRICADE, TYPE III WITH TYPE C (STEADY BURNING) LIGHTS	DAY	4.00	Four Dollars and zero cents
564	SEQUENTIAL ARROW DISPLAY TRAILER MOUNT WITH PASS LEFT-RIGHT, EITHER SIDE/WARNING	DAY	40.00	Forty Dollars and zero cents
565	DRUM, 30 GALLON NO LIGHTS	DAY	0.95	Ninety-Five cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
566	DRUM, 50 GALLON NO LIGHTS	DAY	0.95	Ninety - Five cents
567	DRUM, 50 GALLON WITH TYPE A (FLASHING) LIGHTS	DAY	1.60	One Dollar and Sixty cents
568	DRUM, 50 GALLON WITH TYPE C (STEADY BURNING) LIGHTS	DAY	1.60	One Dollar and Sixty cents
569	CONE, 36" RETRO-REFLECTORIZED	DAY	0.85	Eighty - Five cents
570	SIGNING, CONSTRUCTION TO INCLUDE SIGN SUPPORT OR POSTS, WITHOUT LIGHTS. PRICE SHALL BE SQ. FT/DAY	SQ.FT/DAY	0.35	Thirty - Five cents
571	PANEL, VERTICAL TO INCLUDE POSTS WITHOUT LIGHTS	EACH/ PER DAY	2.20	Two Dollars and Twenty cents
572	SIGNING CONSTRUCTION, WITH TYPE A (FLASHING) LIGHTS TO INCLUDE SIGN SUPPORT OR POSTS.	SQ.FT/ PER DAY	0.40	Forty cents
573	PANEL, VERTICAL WITH TYPE A FLASHING LIGHTS "SHOULDER" TO INCLUDE BASES #20	DAY	1.60	One Dollar and Sixty cents
574	PANEL, VERTICAL WITHOUT FLASHING LIGHTS "SHOULDER" TO INCLUDE BASES #20	DAY	0.95	Ninety - Five cents
575	PANEL, "CENTER" VERTICAL WITH TYPE A FLASHING LIGHTS, TO INCLUDE POSTS AND BASES #20	EACH	1.65	One Dollar and Sixty - Five cents
576	PANEL "CENTER" VERTICAL WITHOUT FLASHING LIGHTS, TO INCLUDE POSTS AND BASES #20	EACH	0.95	Ninety - Five cents
577	BOARD MESSAGE, RENTAL OF NON-INCANDESCENT VARIABLE, MESSAGE BOARD, THREE (3) LINES, EIGHT (8) CHARACTERS PER LINE SIZE: MIN 113" W X 76" H MIN. RAISED HEIGHT: 13' TRAILER MOUNTED	DAY	135.00	One Hundred Thirty - Five Dollars and zero cents
578	BOARD MESSAGE, SAME AS ITEM 565 ABOVE, EXCEPT WEEKLY CHARGE	WEEK	650.00	Six Hundred Fifty Dollars and zero cents
579	BOARD MESSAGE, SAME AS ITEM 565 ABOVE, EXCEPT MONTHLY CHARGE	MONTH	1975.00	One Thousand Nine Hundred Seventy - Five Dollars and zero cents
580	TRAVEL CHARGE PER MILE, ONE WAY POINT OF ORIGIN (VENDORS BUSINESS OFFICE)	MILE	2.10	Two Dollars and Ten cents
	TRUCK HAULING SERVICES			
581	RATE FOR SINGLE AXLE DUMP TRUCK (4 X 2) HAVING A MAXIMUM LEGAL LOAD CAPACITY OF 36,000 POUNDS WITH OPERATOR	HOUR	80.00 ~~50.00~~ No Bid	Eighty Dollars and Zero Cents

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
582	TANDEM AXLE DUMP TRUCK RENTAL RATE FOR TANDEM AXLE DUMP TRUCK (6 X 4) HAVING MAXIMUM LEGAL LOAD CAPACITY RANGING FROM 36,000 POUNDS TO 46,000 POUNDS WITH OPERATOR	HOUR	80.00	EIGHTY DOLLARS AND ZERO CENTS
583	RATE FOR A TRUCK (4 X 2) AND DUMP TRAILER COMBINATION HAVING A MAXIMUM LEGAL LOAD CAPACITY RANGING FROM 46,000 TO 57,000 POUNDS WITH OPERATOR	HOUR	100.00	ONE HUNDRED DOLLARS AND ZERO CENTS
584	RATE FOR A TRUCK (6 X 4) AND DUMP TRAILER COMBINATION HAVING A MAXIMUM LEGAL LOAD CAPACITY RANGING FROM 57,000 TO 86,400 POUNDS WITH OPERATOR	HOUR	110.00	ONE HUNDRED TEN DOLLARS AND ZERO CENTS
585	HAULING OF MATERIALS AS REQUIRED BY THE SANTA FE COUNTY PROJECT MANAGER PER MILE, GATE TO GATE	T.MI	0.22	ZERO DOLLARS AND TWENTY-TWO CENTS
586	TANDEM AXLE DUMP TRUCK RENTAL RATE FOR TANDEM AXLE DUMP TRUCK (6 X 4) HAVING MAXIMUM LEGAL LOAD CAPACITY RANGING FROM 36,000 POUNDS TO 46,000 POUNDS WITH OPERATOR	PER DAY	850.00	EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS
587	RENTAL RATE FOR 3500-5000 GALLON WATER TRUCK WITH OPERATOR	DAY	850.00	EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS
588	RENTAL RATE FOR ONE LOADER, 5 CUBIC YARD CAPACITY, WITH OPERATOR	HOUR	150.00	ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS
589	RENTAL RATE FOR ONE LOADER, 4 CUBIC YARD CAPACITY, WITH OPERATOR	HOUR	140.00	ONE HUNDRED FORTY DOLLARS AND ZERO CENTS
590	RENTAL RATE FOR ONE LOADER, 3 CUBIC YARD CAPACITY, WITH OPERATOR	HOUR	130.00	ONE HUNDRED THIRTY DOLLARS AND ZERO CENTS
591	RENTAL RATE BELLY DUMP WITH OPERATOR	HOUR	105.00	ONE HUNDRED FIVE DOLLARS AND ZERO CENTS
	BLADING AND COMPACTION			
592	BLADING ROADBED (ZONE 1)	HOUR	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
593	BLADING ROADBED (ZONE 2)	HOUR	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
594	BLADING ROADBED (ZONE 3)	HOUR	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
595	BLADING ROADBED (ZONE 4)	HOUR	135.00	ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
596	BLADING ROADBED (ZONE 5)	HOUR	135.00	One Hundred Thirty-Five Dollars and Zero Cents
597	BLADING ROADBED (ZONE 1)	DAY	1080.00	One Thousand Eighty Dollars and Zero Cents
598	BLADING ROADBED (ZONE 2)	DAY	1080.00	One Thousand Eighty Dollars and Zero Cents
599	BLADING ROADBED (ZONE 3)	DAY	1080.00	One Thousand Eighty Dollars and Zero Cents
600	BLADING ROADBED (ZONE 4)	DAY	1080.00	One Thousand Eighty Dollars and Zero Cents
601	BLADING ROADBED (ZONE 5)	DAY	1080.00	One Thousand Eighty Dollars and Zero Cents
602	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 1)	HOUR	600.00	Six Hundred Dollars and Zero Cents
603	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 2)	HOUR	600.00	Six Hundred Dollars and Zero Cents
604	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 3)	HOUR	600.00	Six Hundred Dollars and Zero Cents
605	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 4)	HOUR	600.00	Six Hundred Dollars and Zero Cents
606	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 5)	HOUR	600.00	Six Hundred Dollars and Zero Cents
607	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 1)	DAY	4800.00	Four Thousand Eight Hundred Dollars and Zero Cents
608	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 2)	DAY	4800.00	Four Thousand Eight Hundred Dollars and Zero Cents
609	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 3)	DAY	4800.00	Four Thousand Eight Hundred Dollars and Zero Cents

APPENDIX F
ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES
IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
610	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 4)	DAY	4800.00	Four Thousand Eight Hundred Dollars and Zero Cents
611	BLADING ROADBED WITH COMPACTION AND WATER 15,000 GA/MILE (ZONE 5)	DAY	4800.00	Four Thousand Eight Hundred Dollars and Zero Cents
	DISTRUBUTER TRUCK FOR FOG AND CHIP SEALS			
612	DISTRIBUTOR TRUCK FOR OIL (TACK, PRIME, OR FOGSEAL) (ZONE 1)	DAY	2000.00	Two Thousand Dollars and Zero Cents
613	DISTRIBUTOR TRUCK FOR OIL (TACK, PRIME, OR FOGSEAL) (ZONE 2)	DAY	2000.00	Two Thousand Dollars and Zero Cents
614	DISTRIBUTOR TRUCK FOR OIL (TACK, PRIME, OR FOGSEAL) (ZONE 3)	DAY	2000.00	Two Thousand Dollars and Zero Cents
615	DISTRIBUTOR TRUCK FOR OIL (TACK, PRIME, OR FOGSEAL) (ZONE 4)	DAY	2000.00	Two Thousand Dollars and Zero Cents
616	DISTRIBUTOR TRUCK FOR OIL (TACK, PRIME, OR FOGSEAL) (ZONE 5)	DAY	2000.00	Two Thousand Dollars and Zero Cents
	PAVEMENT CRACK SEALING MATERIALS			
617	JOINT AND CRACK SEALANTS, HOT APPLIED FOR CONCRETE AND ASPHALT PAVEMENTS TO MEET AASHTO M324-04 AND ASTM 6690-1 TYPE 1 (ZONE 1)	LBS	No Bid	
618	JOINT AND CRACK SEALANTS, HOT APPLIED FOR CONCRETE AND ASPHALT PAVEMENTS TO MEET AASHTO M324-04 AND ASTM 6690-1 TYPE 1 (ZONE 2)	LBS	No Bid	
619	JOINT AND CRACK SEALANTS, HOT APPLIED FOR CONCRETE AND ASPHALT PAVEMENTS TO MEET AASHTO M324-04 AND ASTM 6690-1 TYPE 1 (ZONE 3)	LBS	No Bid	
620	JOINT AND CRACK SEALANTS, HOT APPLIED FOR CONCRETE AND ASPHALT PAVEMENTS TO MEET AASHTO M324-04 AND ASTM 6690-1 TYPE 1 (ZONE 4)	LBS	No Bid	
621	JOINT AND CRACK SEALANTS, HOT APPLIED FOR CONCRETE AND ASPHALT PAVEMENTS TO MEET AASHTO M324-04 AND ASTM 6690-1 TYPE 1 (ZONE 5)	LBS	No Bid	

APPE. F

ON-CALL ROAD CONSTRUCTION AND MAINTENANCE SERVICES

IFB #2013-0119-PW/MS - FINAL REVISION - BID SHEETS (3/28/13)

ITEM #	ITEM DESCRIPTION	UNIT	NUMERIC BID PRICE	WRITTEN BID PRICE
	SOLID WASTE			
622	ROLL-OFF TRUCKS FOR TRANSPORTATION OF SOLID WASTE LEGAL LOAD CAPACITY 10,000 TO 24,000 LBS PER MILE, GATE TO GATE	MILE	NO 13.4	
623	ROLL-OFF UNITS WITH A CAPACITY OF 30 TO 40 YARD REFUSE WITH BETWEEN 2.5 TO 6 TONS (PURCHASE ONLY)	EACH	No 13.4	

NM Department of Workforce Solutions

Public Works

Wage Rate Decision Details

Request for wage rate decision submitted on Thursday, April 16, 2015

1.) Project Title:	Agua Fria Annexation Roadway Re-Construction
Date Entered:	4/16/2015
Rate Decision Date Issued:	
2.) Physical Location of Jobsite for Project (including county):	
Jobsite Address:	Agua Fria & Airport Road
Jobsite City:	Santa Fe
Jobsite County:	Santa Fe
3.) Contracting Agency Dept or Bureau:	Santa County Purchasing
Contracting Agency Contact's Name:	Pamela Lindstam
Contracting Agency Contact's Phone:	505-992-6759
Contracting Agency Contact's Email:	plindsta@santafecountynm.gov
Contracting Agency Mailing Address:	P.O. Box 276 Santa Fe, NM 87504
4.) Estimated Bid Opening Date :	
5.) Estimated Advertising Date :	
6) Estimated total contract cost:	$ 592,000.00
a. Are any federal funds involved?	No
(If yes, state amount of estimated federal funding)	$
b. Does this project involve a building?	No
c. Describe any buildings that are to be built or renovated on the property that is subject to this contract:	
d. Is this project part or a larger plan for construction on or appurtenant to the property that is subject to this contract?:	No
(if so, specifically describe the larger plan for construction and the estimated time frame) :	
e. Are there any other public works contracts related to this project? (for purposes of this form, 'project' is the total construction goal on the land involved in this contract or on the land appurtenant to the land involved in this contract; 'project' may involve more than one contract):	Y
(if so, specifically describe the related contracts and state whether wage determinations were requested on those contracts.)	Santa Fe County On-Call Road Maintenance & Construction Services Contract #2013-0119-PW/MS (the Master Contract). This project will be completed under this County contract originally procured on May 28, 2013.
f. What is the ultimate purpose or functional use of the construction once it is completed?	The purpose of the construction is for safer driving conditions along the improved roadway.

7.) Estimated Cost of Each of the Several Classifications of Contruction ($) [Be very specific about the types of work that will be done in each classification; failure to list work that is misclassified as a result of the failure to list will result in a reversal of the wage determination and a requirement that back wages and associated costs be paid.]

Highway/Utilities (A):	Cost $ 592,000.00	Description:	Cold mill to a depth of 2" the existing roadway, placement of 2" hot mix asphalt along Agua Fria to San Felipe Road. Prepare subgrade and place base course along Agua Fria to Vista Verde. Compact existing roadway and place hot mix asphalt along Agua Fria to Airport Road.
General Building (B):	Cost $	Description:	
Residential (C):	Cost $	Description:	
Heavy Engineering (H):	Cost $	Description:	

8.) Please describe all previous wage determinations issued for this 'project' (project is defined in question No. 6 above). Please include all expired or unexpired wage determinations

Project Description & Location:	
Wage Determination Number and Date:	
Construction Type (A, B, C or H):	Highway/Utilities
Comments:	
Was this a dual classification project?	No
If yes, who determined this classification?	
When?	
Comments:	

9.) Address to which wage determination should be mailed:

a. Contact:	Pamela Lindstam
b. Name of Company or Contracting Agency:	Santa Fe County Purchasing
c. Street Address:	142 W. Palace Ave.
d. City:	Santa Fe
e. State:	NM
f. Zip:	87501
g. Telephone:	505-992-6759
h. Fax number:	505-989-3243
i. Email address:	plindsta@santafecountynm.gov

10.) I hereby affirm that the information provided in this wage determination request application is true and complete to the best of my knowledge. I understand that any falsified information, misrepresentations or omissions may invalidate the resulting wage determination and may be grounds for debarment regardless of the time period in which misrepresentation is discovered. Any misrepresentations shall be reported to the appropriate licensing board regardless of the time period in which misrepresentation is discovered.

Name:	Pamela Lindstam
License Number:	
Date:	4/16/2015

ROADWAY RE-CONSTRUCTION
AGUA FRIA ROAD ANNEXATION

AGUA FRIA / AIRPORT RD

A. SCOPE OF WORK

General: The contractor shall provide all labor, equipment, materials and services necessary to complete the following services:

Cold mill existing roadway surface of **Agua Fria Road between Willey and San Felipe Roads** and place inlay of Super Pave Hot Mix Asphalt (SP-IV) to according to materials, workmanship, and other applicable requirements of Standard Specifications for Highway and Bridge Construction, 2007 Edition, of the New Mexico Department of Transportation (NMDOT), except as may be modified herein. All work shall be performed in accordance with SFC On-Call Road Construction and Maintenance Services, Agreement Number 2013-0199- __ -PW/MS, as amended; and shall also include the cost of traffic control plan, traffic control management, mobilization, RAP hauling and bonding. The Contractor shall retain a qualified, independent, materials testing laboratory for testing and inspection, with all test results provided to the County prior to the final application for payment.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached Bid Sheet(s). Final payment will be made based upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

B. SPECIFICATIONS

1) Asphalt Cold Milling: Contractor shall cold mill to a depth of 2 inches the existing road surface in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400 including but not limited to: Section 414 "Cold Milling", Section 415 "Pavement Surface Restoration". The existing surface shall be milled to a depth of 2 inches using a self-propelled asphalt planer/milling machine capable of processing 1/2 of the lane width at a time. A front loading machine is preferred. Removed material (RAP) is to remain the property of SFC and shall be loaded on to haul trucks by the milling machine and removed from the site to a location designated by the Project Manager. The milled area shall be cleaned of residual millings and dust prior to opening the lane to traffic. Care shall be taken to avoid damage to adjoining concrete curbs or gutters, valve boxes, manhole covers, casings, or other obstructions with the milling limits. Any costs involved in repairs to existing facilities, cleaning and sweeping, collecting and hauling RAP, or other operations needed to complete the milling process are considered incidental to the work and will not be paid separately. Protect finished roadbed until HMA surfacing operations can commence.

2) Hot Mix Asphalt Surface Course: The Contractor shall place a single, compacted, 2 inch lift of Super Pave Hot Mix Asphalt (SP-IV) within the milled area in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400 including but not limited to: Section 423 "Hot Mix Asphalt – Super Pave", Section 407 "Tack Coat", and Section 416 "Minor Paving", and/or Section 417 "Misc. Paving". Contractor shall clean the existing surface and apply a Tack Coat in accordance with Section 407. Place SP-IV HMA using a self-propelled paver equipped with activated screeds or strike-off assemblies (heated if necessary), capable of spreading and finishing HMA per NMDOT specifications. HMA shall be placed to provide a 2% centerline crown. Roll and compact the HMA thoroughly and uniformly to a minimum of 96% density immediately upon placement. HMA shall not be placed when the roadway is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the HMA.

C. OTHER

1) Traffic Control: A traffic control plan (TCP) prepared per SFC Ord. 2003-1, submitted and approved by SFC Public Works Department, Traffic Manager (Johnny Baca 505-992-3020) shall be required before any work commences. The cost of the TCP, signage, markers and traffic control management necessary to complete this project shall be included in the bid, and is paid for as a separate lump sum item.

2) Public Notification: The Contractor shall distribute an SFC approved information flyer to all residents adjacent to the project no more than two weeks, but no less than 5 days, prior to the anticipated start of construction. A local telephone number will be located on the flyer and answered 24/7 until the contract is completed. The cost of public notification considered incidental to the work and will not be paid separately.

ROADWAY RE-CONSTRUCTION
AGUA FRIA ROAD #2

A. SCOPE OF WORK

General: The contractor shall provide all labor, equipment, materials and services necessary to complete the following services:

Provide subgrade preparation and place base course surface of **Agua Fria Road between San Felipe Road and Vista Verde** according to materials, workmanship, and other applicable requirements of Standard Specifications for Highway and Bridge Construction, 2007 Edition, of the New Mexico Department of Transportation (NMDOT), except as may be modified herein. All work shall be performed in accordance with SFC On-Call Road Construction and Maintenance Services, Agreement Number 2013-0199- __ -PW/MS, as amended; and shall also include the cost of traffic control plan, traffic control management, mobilization, and bonding. The Contractor shall retain a qualified, independent, materials testing laboratory for testing and inspection, with all test results provided to the County prior to the final application for payment.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached Bid Sheet(s). Final payment will be made based upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

B. SPECIFICATIONS

1) Subgrade Preparation: Subgrade Preparation shall be in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 200, including but not limited to: Section 207 "Subgrade Preparation", Section 208 "Linear Grading" and/or Section 209 "Blading and Reshaping". Ensure the soil moisture is at optimum to optimum -5% at time of compaction per AASHTO T-99 (C). Clear the roadbed of loose and deleterious material and compact the top 6 inches of finished subgrade to a minimum of 95% of maximum density per AASHTO T-99 (C). The costs involved in scarifying, compaction, watering, re-handling or reworking material are considered incidental to the work and will not be paid separately.

2) Base Course Placement: The Contractor shall provide, haul, place and compact Type 1 BDR base course in accordance with SFC specifications, the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 96) in section 703, pages 668-670, and, as applicable, New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 300, including but not limited to: Section 303 "Base Course QLA", and/or Section 304 "Base Course". Type 1 BDR base course shall meet the following specifications:

i. Los Angeles abrasion, AASHTO T96 50% Maximum.
ii. Sodium sulfate soundness loss (5 cycles) AASHTO T 104 12% Maximum.
iii. Fractured faces 50% Minimum.
iv. Free from organic matter and lumps or balls of clay or silt.
v. Liquid limit 35 Maximum.
vi. Plasticity index between six (6) and twelve (12).

Gradation Requirements (Percent Passing)

Sieve Size	Type I-B-DR
1 Inch	100%
3/4 Inch	97-100%
#4	41-71%
#40	12-28%
#200	9-16%

Base course shall be constructed in a single lift to a compacted depth of 4 inches over a clean, prepared and compacted subgrade. Do not place base course until the subgrade has been tested and approved by SFC. The base course shall be shaped to provide a 2% centerline crown. Compact finished base course to a minimum of 95% of maximum density per AASHTO T-99 (C).

C. OTHER

1) Traffic Control: A traffic control plan (TCP) prepared per SFC Ord. 2003-1, submitted and approved by SFC Public Works Department, Traffic Manager (Johnny Baca 505-992-3020) shall be required before any work commences. The cost of the TCP, signage, markers and traffic control management necessary to complete this project shall be included in the bid, and is paid for as a separate lump sum item.

2) Public Notification: The Contractor shall distribute an SFC approved information flyer to all residents adjacent to the project no more than two weeks, but no less than 5 days, prior to the anticipated start of construction. A local telephone number will be located on the flyer and answered 24/7 until the contract is completed. The cost of public notification considered incidental to the work and will not be paid separately.

ROADWAY RE-CONSTRUCTION
SAN FELIPE

A. SCOPE OF WORK

General: The contractor shall provide all labor, equipment, materials and services necessary to complete the following services:

Process, place and compact existing roadway surface to provide a compacted base for the placement of a surface course of Super Pave Hot Mix Asphalt (SP-IV) on **San Felipe Road between Agua Fria Road and Airport Road** according to materials, workmanship, and other applicable requirements of Standard Specifications for Highway and Bridge Construction, 2007 Edition, of the New Mexico Department of

Transportation (NMDOT), except as may be modified herein. All work shall be performed in accordance with SFC On-Call Road Construction and Maintenance Services, Agreement Number 2013-0199- __ -PW/MS, as amended; and shall also include the cost of traffic control plan, traffic control management, mobilization, chip hauling and bonding. The Contractor shall retain a qualified, independent, materials testing laboratory for testing and inspection, with all test results provided to the County prior to the final application for payment.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached Bid Sheet(s). Final payment will be made based upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

B. SPECIFICATIONS

1) Process, Place & Compact: Contractor shall perform a full depth reclamation the existing road surface in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 300 including but not limited to: Section 302 "Processing, Placing, and Compaction Existing Pavement", Section 303 "Base Course QLA"; and/or Division 200 including but not limited to: Section 207 "Subgrade Preparation", Section 208 "Linear Grading" and Section 209 "Blading and Reshaping". The existing surface shall be pulverized in place to a depth of 4 inches using a mechanical reclaimer with a center-mount cutter capable of processing at least 1/3 of the roadway width at a time. Processed material shall be a homogeneous mixture meeting the following gradation requirements: 95 – 100% passing a 2 inch sieve; 90 – 100% passing a 1-1/2 inch sieve. Remove any material not passing specified sieve sizes from the mixture. Ensure proper moisture content prior to light compaction with a self-propelled padfoot compactor (minimum 28,000 lbs.). The processed material shall be graded to remove pad marks and shaped to provide for drainage and a 2% centerline crown. Adjust moisture content to optimum prior to final compaction with a vibratory steel roller (minimum 10 ton). Compact finished roadbed to a minimum of 95% of maximum density per AASHTO T-180 (D). Any costs involved in watering, re-handling or reworking material, and making the roadbed ready for surfacing are considered incidental to the work and will not be paid separately. Protect finished roadbed until chip seal surfacing operations can commence.

2) **Hot Mix Asphalt Surface Course:** The Contractor shall place a single, compacted, 3 inch lift of Super Pave Hot Mix Asphalt (SP-IV) on the prepared reclaimed base in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400 including but not limited to: Section 423 "Hot Mix Asphalt – Super Pave", Section 407 "Tack Coat", and Section 416 "Minor Paving", and/or Section 417 "Misc. Paving". Contractor shall clean the existing surface and apply a Tack Coat in accordance with Section 407. Place SP-IV HMA using a self-propelled paver equipped with activated screeds or strike-off assemblies (heated if necessary), capable of spreading and finishing HMA per NMDOT specifications. HMA shall be placed to provide a 2% centerline crown. Roll and compact the HMA thoroughly and uniformly to a minimum of 96% density immediately upon placement. HMA shall not be placed when the roadway is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the HMA.

C. OTHER

1) Traffic Control: A traffic control plan (TCP) prepared per SFC Ord. 2003-1, submitted and approved by SFC Public Works Department, Traffic Manager (Johnny Baca 505-992-3020) shall be required before any work commences. The cost of the TCP, signage, markers and traffic control management necessary to complete this project shall be included in the bid, and is paid for as a separate lump sum item.

2) Public Notification: The Contractor shall distribute an SFC approved information flyer to all residents adjacent to the project no more than two weeks, but no less than 5 days, prior to the anticipated

start of construction. A local telephone number will be located on the flyer and answered 24/7 until the contract is completed. The cost of public notification considered incidental to the work and will not be paid separately.

ROADWAY RE-CONSTRUCTION
AGUA FRIA ROAD #3

A. SCOPE OF WORK

General: The contractor shall provide all labor, equipment, materials and services necessary to complete the following services:

Process, place and compact existing roadway surface to provide a compacted base for the placement of a surface course of Super Pave Hot Mix Asphalt (SP-IV) on **Agua Fria Road between Juliania and Vista Verde** according to materials, workmanship, and other applicable requirements of Standard Specifications for Highway and Bridge Construction, 2007 Edition, of the New Mexico Department of Transportation (NMDOT), except as may be modified herein. All work shall be performed in accordance with SFC On-Call Road Construction and Maintenance Services, Agreement Number 2013-0199- __ -PW/MS, as amended; and shall also include the cost of traffic control plan, traffic control management, mobilization, chip hauling and bonding. The Contractor shall retain a qualified, independent, materials testing laboratory for testing and inspection, with all test results provided to the County prior to the final application for payment.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached Bid Sheet(s). Final payment will be made based upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

B. SPECIFICATIONS

1) Process, Place & Compact: Contractor shall perform a full depth reclamation the existing road surface in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 300 including but not limited to: Section 302 "Processing, Placing, and Compaction Existing Pavement", Section 303 "Base Course QLA"; and/or Division 200 including but not limited to: Section 207 "Subgrade Preparation", Section 208 "Linear Grading" and Section 209 "Blading and Reshaping". The existing surface shall be pulverized in place to a depth of 4 inches using a mechanical reclaimer with a center-mount cutter capable of processing at least 1/3 of the roadway width at a time. Processed material shall be a homogeneous mixture meeting the following gradation requirements: 95 – 100% passing a 2 inch sieve; 90 – 100% passing a 1-1/2 inch sieve. Remove any material not passing specified sieve sizes from the mixture. Ensure proper moisture content prior to light compaction with a self-propelled padfoot compactor (minimum 28,000 lbs.). The processed material shall be graded to remove pad marks and shaped to provide for drainage and a 2% centerline crown. Adjust moisture content to optimum prior to final compaction with a vibratory steel roller (minimum 10 ton). Compact finished roadbed to a minimum of 95% of maximum density per AASHTO T-180 (D). Any costs involved in watering, re-handling or reworking material, and making the roadbed ready for surfacing are considered incidental to the work and will not be paid separately. Protect finished roadbed until chip seal surfacing operations can commence.

2) **Hot Mix Asphalt Surface Course:** The Contractor shall place a single, compacted, 3 inch lift of Super Pave Hot Mix Asphalt (SP-IV) on the prepared reclaimed base in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400 including but not limited to: Section 423 "Hot Mix Asphalt – Super Pave", Section 407 "Tack Coat", and Section 416 "Minor Paving", and/or Section 417 "Misc. Paving". Contractor shall clean the existing surface and apply a Tack Coat in accordance with Section 407. Place SP-IV HMA using a self-propelled paver equipped with activated screeds or strike-off assemblies (heated if necessary), capable

of spreading and finishing HMA per NMDOT specifications. HMA shall be placed to provide a 2% centerline crown. Roll and compact the HMA thoroughly and uniformly to a minimum of 96% density immediately upon placement. HMA shall not be placed when the roadway is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the HMA.

C. OTHER

1) Traffic Control: A traffic control plan (TCP) prepared per SFC Ord. 2003-1, submitted and approved by SFC Public Works Department, Traffic Manager (Johnny Baca 505-992-3020) shall be required before any work commences. The cost of the TCP, signage, markers and traffic control management necessary to complete this project shall be included in the bid, and is paid for as a separate lump sum item.

2) Public Notification: The Contractor shall distribute an SFC approved information flyer to all residents adjacent to the project no more than two weeks, but no less than 5 days, prior to the anticipated start of construction. A local telephone number will be located on the flyer and answered 24/7 until the contract is completed. The cost of public notification considered incidental to the work and will not be paid separately.

2015 CITY ANNEXATIONS ROAD PROJECTS

ON-CALL ROAD CONSTRUCTION & MAINTENANCE SERVICES, ZONE 2					
	Agua Fria - Paving (Willey to San Felipe)				
On - Call Line Item	**MATERIAL DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**EXTENDED PRICE**
308	ASPHALT COLD MILLING - 2 INCHES	SY/IN	38,700		
117	2" HOT MIX ASPHALT SUPERPAVE IV	TONS	2,110		
				Subtotal	
	Agua Fria - Base Course Surface (San Felipe to Vista Verde)				
On - Call Line Item	**MATERIAL DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**EXTENDED PRICE**
32	SUBGRADE PREPARATION	SY	4,150		
72	TYPE 1 BDR BASE COURSE - 4 INCHES	SY/IN	16,600		
				Subtotal	
	San Felipe - Paving (Agua Fria to Airport Rd)				
On - Call Line Item	**MATERIAL DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**EXTENDED PRICE**
313	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT - 4 INCHES	SY/IN	22,400		
112	3" HOT MIX ASPHALT SUPERPAVE IV	TONS	935		
				Subtotal	
	Agua Fria - Paving (Juliania to Vista Verde)				
On - Call Line Item	**MATERIAL DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**EXTENDED PRICE**
313	RECLAIMING OF SURFACE - PROCESS, PLACE AND COMPACT - 4 INCHES	SY/IN	12,384		
112	3" HOT MIX ASPHALT SUPERPAVE IV	TONS	520		
				Subtotal	
				Total	
On - Call Line Item	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL**
513	TRAFFIC CONTROL PLAN	LS	1		
514	TRAFFIC CONTROL MANAGEMENT	LS	1		
515	PROJECT MOBILIZATION	LS	1		
554	MATERIAL TESTING	LS	1		
				Subtotal	
xxx	BONDING PER CONTRACT	LS	1		
				PROJECT TOTAL	

ROADWAY RE-CONSTRUCTION
GEO ROAD (C.R. 61A) / AGUAFRIA

A. SCOPE OF WORK

General: The contractor shall provide all labor, equipment, materials and services necessary to complete the following services:

Cold mill existing roadway surface and place inlay of Super Pave Hot Mix Asphalt (SP-IV) to according to materials, workmanship, and other applicable requirements of Standard Specifications for Highway and Bridge Construction, 2007 Edition, of the New Mexico Department of Transportation (NMDOT), except as may be modified herein. All work shall be performed in accordance with SFC On-Call Road Construction and Maintenance Services, Agreement Number 2013-0199- __ -PW/MS, as amended; and shall also include the cost of traffic control plan, traffic control management, mobilization, RAP hauling and bonding. The Contractor shall retain a qualified, independent, materials testing laboratory for testing and inspection, with all test results provided to the County prior to the final application for payment.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached Bid Sheet(s). Final payment will be made based upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

B. SPECIFICATIONS

1) Asphalt Cold Milling: Contractor shall cold mill to a depth of 2 inches the existing road surface in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400 including but not limited to: Section 414 "Cold Milling", Section 415 "Pavement Surface Restoration". The existing surface shall be milled to a depth of 2 inches using a self-propelled asphalt planer/milling machine capable of processing 1/2 of the lane width at a time. A front loading machine is preferred. Removed material (RAP) is to remain the property of SFC and shall be loaded on to haul trucks by the milling machine and removed from the site to a location designated by the Project Manager. The milled area shall be cleaned of residual millings and dust prior to opening the lane to traffic. Care shall be taken to avoid damage to adjoining concrete curbs or gutters, valve boxes, manhole covers, casings, or other obstructions with the milling limits. Any costs involved in repairs to existing facilities, cleaning and sweeping, collecting and hauling RAP, or other operations needed to complete the milling process are considered incidental to the work and will not be paid separately. Protect finished roadbed until HMA surfacing operations can commence.

2) Hot Mix Asphalt Surface Course: The Contractor shall place a single, compacted, 2 inch lift of Super Pave Hot Mix Asphalt (SP-IV) within the milled area in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Division 400 including but not limited to: Section 423 "Hot Mix Asphalt – Super Pave", Section 407 "Tack Coat", and Section 416 "Minor Paving", and/or Section 417 "Misc. Paving". Contractor shall clean the existing surface and apply a Tack Coat in accordance with Section 407. Place SP-IV HMA using a self-propelled paver equipped with activated screeds or strike-off assemblies (heated if necessary), capable of spreading and finishing HMA per NMDOT specifications. HMA shall be placed to provide a 2% centerline crown. Roll and compact the HMA thoroughly and uniformly to a minimum of 96% density immediately upon placement. HMA shall not be placed when the roadway is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the HMA.

C. OTHER

1) Traffic Control: A traffic control plan (TCP) prepared per SFC Ord. 2003-1, submitted and approved by SFC Public Works Department, Traffic Manager (Johnny Baca 505-992-3020) shall be required before any work commences. The cost of the TCP, signage, markers and traffic control management necessary to complete this project shall be included in the bid, and is paid for as a separate lump sum item.

2) Public Notification: The Contractor shall distribute an SFC approved information flyer to all residents adjacent to the project no more than two weeks, but no less than 5 days, prior to the anticipated start of construction. A local telephone number will be located on the flyer and answered 24/7 until the contract is completed. The cost of public notification considered incidental to the work and will not be paid separately.

2015 CITY ANNEXATIONS ROAD PROJECTS					
BID SHEET ON-CALL ROAD CONSTRUCTION & MAINTENANCE SERVICES, ZONE 2					
	Geo Road - CR 61A				
On - Call Line Item	MATERIAL DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
308	ASPHALT COLD MILLING - 2 INCHES	SY/IN	7,240		
117	2" HOT MIX ASPHALT SUPERPAVE IV	TONS	400		
				Subtotal	
On - Call Line Item	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
513	TRAFFIC CONTROL PLAN	LS	1		
514	TRAFFIC CONTROL MANAGEMENT	LS	1		
515	PROJECT MOBILIZATION	LS	1		
554	MATERIAL TESTING	LS	1		
				Subtotal	
xxx	BONDING PER CONTRACT	LS	1		
				PROJECT TOTAL	

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

April 9, 2015

TO: Mr. Bill Taylor, Procurement Manager BT
THRU: Mr. Mark Hogan, AIA, Projects Director MH
FROM: Chuck Vigil, Road Projects Manager CV

RE: 2015 SUMMER PROJECTS – CONTRACTOR SELECTION

Thank you for meeting with us today on the Summer Bond and Annexation Projects and review for the Construction Inspection Services proposal from Santa Fe Engineering.

As per your request, below is a breakdown on how we selected the contractors for this summer's Bond and Annexation projects:

Bond Projects:

- Race Track Subdivision – Double Chip Seal Penetration Road Surfacing and Culverts
  Contractor: Blue Collar
  - **Reasoning:** Blue Collar was not offered any work last season. We wanted to ensure we were following Purchasing protocol in trying to spread out the work for this season. Blue Collar did not have a unit cost for the installation of the culverts, but did offer to install the culverts at no cost if the County would purchase them. Blue Collar also offered to re-establish the bar ditches on both sides of the roads at no cost as well. Santa Fe County will request that Blue Collar provide these offered services in writing when they submit their bid sheet. Other Projects Section project managers were very pleased with the workmanship and final chip seal product done by Blue Collar two summers ago.

- Spruce Street – Double Chip Seal Penetration Road Surfacing and Installation of culverts
  Contractor: GM Emulsion
- Rancho Alegre – Double Chip Seal Penetration Road Surfacing
  Contractor: GM Emulsion
  - **Reasoning:** Spruce Street and Rancho Alegre are in the same vicinity and it would best utilize a cost savings in paying a contractor's mobilization cost for these projects in close proximity of one another. Last summer we offered GM Emulsion a

small project in which they completed within budget and on time. Because of how well the project was completed, the County was very confident in GM Emulsion's ability to handle a larger project performing work they are very familiar with.

Annexation Projects:

- Aqua Fria – Mill and Overlay, Process Place and Compact and Base Course Road Surfacing
  Contractor: Mountain States Constructors
  - **Reasoning:** This project has three different road process components to the scope of work; 1) Mill and Overlay with a 2" super pave asphalt surface, 2) Process, Place and Compact with a 3" super pave asphalt surface and 3) Subgrade Prep with a 4" thick base course surface. In reviewing the unit cost bid sheets, Mountain States Constructors has cost for all three processes. Mountain States has a proven track record with Santa Fe County to work their traffic control to minimize delays in traffic flow and continue construction without interruption. Initially we wanted to offer this project to EMCO, however, EMCO did not submit a bid cost for milling required for the Mill and Overlay process whereas Mountain States Constructors had unit costs for all three processes. We felt that it is in the best interest of the County to offer this work to just one contractor.

- Geo Road – Mill and Overlay with 2" of Super Pave Asphalt
  Contractor: RL Leeder
  - **Reasoning:** The Public Works Projects Section had a rough go on getting a small road widening project done by RL Leeder last summer. Being that Geo Road is a small project, we wanted to offer RL Leeder another chance to redeem themselves with a different road improvement process.

- Town and County Subdivision – Process, Place and Compact and Place 3" of Super Pave Asphalt Surfacing, Crack Seal with a Fog Seal finish.
  Contractor: Blue Collar
  - **Reasoning:** Blue Collar was not offered any work last season. Blue Collar had unit costs for this road surfacing process and wanted to offer them the opportunity to work with Santa Fe County. Other Projects Section project managers were very pleased with the workmanship and product done by Blue Collar two summers ago.

Let me know if you have any questions.

Thank you for your help in getting these projects underway.

New Mexico Department of Workforce Solutions
Public Works
121 Tijeras Ave. NE, Suite 3000, Albuquerque, NM 87102
Phone: (505)-841-4400 fax to: (505) 841-4424 or Email to: public.works@state.nm.us

Wage Decision # SF-15-0537 A

NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 08/15/15

Description and Location of Work: Agua Fria Annexation Roadway Re-Construction
Cold mill to a depth of 2" the existing roadway, placement of 2" hot mix asphalt along Agua Fria to San Felipe Road. Prepare subgrade and place base course along Agua Fria to Vista Verde. Compact existing roadway and place hot mix asphalt along Agua Fria to Airport Road.

City of Santa Fe County of Santa Fe Agua Fria & Airport Road

REMINDER for Agency Conducting BID Process:
After the Contracting Agency awards this project the Wage Rate Poster, Sub-List and the Project Requirement Document, excluding this NOA must be delivered to the ***GENERAL/PRIME CONTRACTOR.*** The Contracting Agency or its agent must complete this form and submit with the sub-list listing all of the subcontractors including all tiers of subcontractors and fax or email it to the address above. ***If the project is canceled***, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name:_____ License#:_____

Address:_____ City:_____ State:_____ Zip:_____

Telephone: _____ Fax:_____

Project Contact's name:_____E-Mail:_____

Approximate Date Work to Start:_____

Estimated Completion Date:_____

Estimated Cost of Project:_____

Bid Opening Date:_____

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment,** is made to subcontractors and all tiers of subcontractors, the contractor and sub-contractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) _____
Printed Name_____
Email address for Contracting Agency (not agent)_____**Required Field**
Date _____

8/29/13

SUBCONTRACTOR LIST

DO NOT list suppliers or professional services (such as surveyors)

INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4424

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # **SF-15-0537 A**

General Contractor:

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

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

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

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

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

Company Name:
Address: City: State: Zip:
E-Mail Address: License No.:
Phone No.: Fax No.: Sub ___ 2nd TIER ___ 3rd TIER ___

Work to be performed: Start Date: (To Whom) Amount ($): (To Whom)

Agua Fria Annexation Roadway Re-Construction: Wage Decision: SF-15-0537 A

Cold mill to a depth of 2" the existing roadway, placement of 2" hot mix asphalt along Agua Fria to San Felipe Road. Prepare subgrade and place base course along Agua Fria to Vista Verde. Compact existing roadway and place hot mix asphalt along Agua Fria to Airport Road.

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

Effective January 1, 2015

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

SUSANA MARTINEZ
GOVERNOR

JOHN SANCHEZ
LT. GOVERNOR

CELINA BUSSEY
SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
121 Tijeras Ave NE Suite 3000
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4424

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all contractors/prime contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) and Sub-Contractor list to Labor Relations Division promptly after the project is awarded.
- Provide updates to the Sub-Contractor list to the Labor Relations Division

General Contractor

- Provide to the Contracting Agency within 3 (Three) days of award a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor.
- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over $60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the owner/contracting agency.
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.
- Confirm the Wage Rate poster, provided by the Labor Relations Division, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over $60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.

Additional Information

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link.
www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew Kim.Kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406
Stacey Lowrey Stacey.Lowrey@state.nm.us 505-841-4412
Violet Miera Violet.Miera2@state.nm.us 505-841-4418

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

April 9, 2015

TO: Mr. Bill Taylor, Procurement Manager BT
THRU: Mr. Mark Hogan, AIA, Projects Director MH
FROM: Chuck Vigil, Road Projects Manager CV

RE: 2015 SUMMER PROJECTS – CONTRACTOR SELECTION

Thank you for meeting with us today on the Summer Bond and Annexation Projects and review for the Construction Inspection Services proposal from Santa Fe Engineering.

As per your request, below is a breakdown on how we selected the contractors for this summer's Bond and Annexation projects:

Bond Projects:

- Race Track Subdivision – Double Chip Seal Penetration Road Surfacing and Culverts
  Contractor: Blue Collar
  - **Reasoning:** Blue Collar was not offered any work last season. We wanted to ensure we were following Purchasing protocol in trying to spread out the work for this season. Blue Collar did not have a unit cost for the installation of the culverts, but did offer to install the culverts at no cost if the County would purchase them. Blue Collar also offered to re-establish the bar ditches on both sides of the roads at no cost as well. Santa Fe County will request that Blue Collar provide these offered services in writing when they submit their bid sheet. Other Projects Section project managers were very pleased with the workmanship and final chip seal product done by Blue Collar two summers ago.

- Spruce Street – Double Chip Seal Penetration Road Surfacing and Installation of culverts
  Contractor: GM Emulsion
- Rancho Alegre – Double Chip Seal Penetration Road Surfacing
  Contractor: GM Emulsion
  - **Reasoning:** Spruce Street and Rancho Alegre are in the same vicinity and it would best utilize a cost savings in paying a contractor's mobilization cost for these projects in close proximity of one another. Last summer we offered GM Emulsion a

small project in which they completed within budget and on time. Because of how well the project was completed, the County was very confident in GM Emulsion's ability to handle a larger project performing work they are very familiar with.

Annexation Projects:

- Aqua Fria – Mill and Overlay, Process Place and Compact and Base Course Road Surfacing
  Contractor: Mountain States Constructors
  - **Reasoning:** This project has three different road process components to the scope of work; 1) Mill and Overlay with a 2" super pave asphalt surface, 2) Process, Place and Compact with a 3" super pave asphalt surface and 3) Subgrade Prep with a 4" thick base course surface. In reviewing the unit cost bid sheets, Mountain States Constructors has cost for all three processes. Mountain States has a proven track record with Santa Fe County to work their traffic control to minimize delays in traffic flow and continue construction without interruption. Initially we wanted to offer this project to EMCO, however, EMCO did not submit a bid cost for milling required for the Mill and Overlay process whereas Mountain States Constructors had unit costs for all three processes. We felt that it is in the best interest of the County to offer this work to just one contractor.

- Geo Road – Mill and Overlay with 2" of Super Pave Asphalt
  Contractor: RL Leeder
  - **Reasoning:** The Public Works Projects Section had a rough go on getting a small road widening project done by RL Leeder last summer. Being that Geo Road is a small project, we wanted to offer RL Leeder another chance to redeem themselves with a different road improvement process.

- Town and County Subdivision – Process, Place and Compact and Place 3" of Super Pave Asphalt Surfacing, Crack Seal with a Fog Seal finish.
  Contractor: Blue Collar
  - **Reasoning:** Blue Collar was not offered any work last season. Blue Collar had unit costs for this road surfacing process and wanted to offer them the opportunity to work with Santa Fe County. Other Projects Section project managers were very pleased with the workmanship and product done by Blue Collar two summers ago.

Let me know if you have any questions.

Thank you for your help in getting these projects underway.

TO: PAM 4/6/15

Bill Taylor

From: Carlos E. Vigil
Sent: Monday, March 23, 2015 4:53 PM
To: Bill Taylor
Cc: Mark A. Hogan; Paul Kavanaugh
Subject: 2015 Summer Bond and Annexation Projects

Follow Up Flag: Follow up
Flag Status: Flagged

Bill,
We've completed drafting the bid packages for the construction service on-call projects for this summer, I'd like to set up a meeting with you so that we can discuss moving forward in getting contractors under contract. These are the projects scheduled for this summer and contractors we'd like to propose to do the work based on their unit costs submitted. (Please Note: There are some contractors that can do part of the work but not all of it because they did not submit a unit cost for some of the work required.)

Bond Projects:

- Race Track Subdivision – Double Chip Seal Penetration Road Surfacing and Culverts (SFC Estimate $317,134.87) **Blue Collar** – WAGE RATE
- Spruce Street – Double Chip Seal Penetration Road Surfacing and (SFC Estimate $217,277.99) **GM Emulsion**
- Rancho Alegre – Double Chip Seal Penetration Road Surfacing (SFC Estimate $266,710.60) **GM Emulsion**

Same Only

Annexation Projects:

- Aqua Fria – Mill and Overlay, Process Place and Compact and Base Course Road Surfacing (SFC Estimate $591,954.49) **Mountain States**
- Geo Road – Mill and Overlay (SFC Estimate $53,167.02) **RL Leeder** > NO WAGES
- Town & Country $

These are dates and time slot that Mark and I have available this week:
Wednesday afternoon the 25th at 2:00 pm or Thursday the 26th at 2:00 pm.

Let me know.
Thanks

Carlos "Chuck" Vigil
Road Projects Manager
Santa Fe County
Wk Phone: (505) 992-3018
cevigil@santafecountynm.gov

Carlos E. Vigil

INITIAL Bid

From: Rob Demeule [Rob@msconstructors.com]
Sent: Friday, April 17, 2015 3:01 PM
To: Carlos E. Vigil
Subject: Cost Proposal - Agua Fria & san Felipe Road Work
Attachments: SF COUNTY - AGUA FRIA & SAN FELIPE ROADS - PROPOSAL LETTER.pdf

Chuck,
Please find attached our cost proposal.
As discussed, if reduced traffic control operations are allowed we will be able to reduce traffic control costs significantly and can provide the County with coast savings.

Thanks for the opportunity to cost this work.

Rob Demeule, PE
Estimator/Project Manager
Mountain States Constructors, Inc.
Office: 505-292-0108
rob@msconstructors.com

Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT BID	BID AMOUNT
	AGUA FRIA - MILL & INLAY				
308	ASPHALT COLD MILLINGS - 2 INCHES	SY/IN	38,700	$0.95	$36,765.00
117	2" Hot Mix Asphalt Superpave IV	TONS	2,110	$91.00	$192,010.00
					$228,775.00
	AGUA FRIA - BASE COURSE SURFACE (SAN FELIPE TO VISTA VERDE)				
32	SUBGRADE PREPARATION	SY	4,150	$2.35	$9,752.50
72	TYPE I BDR BASE COURSE - 4 INCHES	SY/IN	16,600	$1.75	$29,050.00
					$38,802.50
	SAN FELIPE - RECLAIM & OVERLAY				
313	Reclaiming of Surfaces - Process, Place and Compact - 4 INCHES	SY/IN	22,400	$1.90	$42,560.00
112	3" Hot Mix Asphalt Superpave IV	TONS	935	$100.00	$93,500.00
					$136,060.00
	AGUA FRIA - PAVING (JULIANA TO VISTA VERDE)				
313	Reclaiming of Surfaces - Process, Place and Compact 4 INCHES	SY/IN	12,384	$1.90	$23,529.60
112	3" Hot Mix Asphalt Superpave IV	TONS	520	$100.00	$52,000.00
					$75,529.60
					$479,167.10
513	TRAFFIC CONTROL PLAN	LS	1	$3,800.00	$3,800.00
514	TRAFFIC CONTROL MANAGEMENT	LS	1	$34,000.00	$34,000.00
515	PROJECT MOBILIZATION	LS	1	$28,000.00	$28,000.00
554	MATERIAL TESTING	LS	1	$15,500.00	$15,500.00
	SUBTOTAL				**$81,300.00**
	BOND	LS	1		$2,802.34
	TOTAL BID				**$563,269.44**